



**silent**  
PARTNER



## COWORKING SERVICE AGREEMENT

**“TSP”** : The Silent Partner Pty Ltd (ABN 68 087 675 367) and includes its directors, employees, sub-contractors and agents.

**“Customer”** : any individual or entity (including a corporation, partnership, trust or any other form of legal entity whatsoever) and their employees, agents, contractors and invitees.

**“Agreement”** : this CoWorking Service Agreement, which in conjunction with [The Silent Partner General Terms and Conditions](#) which govern the access and use of all services and products offered by TSP.

**“Services”** : the products or services provided by TSP.

### 1. Acceptance of Terms

The services of The Silent Partner Pty Ltd of Suite 1308 109 Pitt Street, Sydney, New South Wales, 2000 (“TSP”) provides to you, the undersigned, are subject to the following Terms of Agreement. This Agreement does not create a tenancy but a prepaid usage license to use the provided amenities on a monthly or casual basis.

By registering with TSP, the customer agrees to enter into a Minimum Term of Service of 30 days, or one calendar month whichever is longer.

### 2. Description of services

TSP will provide the Parties with access to the office space at Suite 1308 109 Pitt Street, Sydney, New South Wales, 2000 (“Office”) and use of an agreed upon workstation(s). Each workstation includes the use of one desk, one office chair, one lockable mobile filing cabinet and one VoIP handset. The service also includes the use of the office internet and access to communal areas such as waiting area, open plan meeting area and kitchenette facilities, including fridge and coffee/tea making facilities.

Use of the private meeting room is not included in the coworking service fee, unless agreed otherwise by TSP, however it is available to you at a standard hourly fee as per [The Silent Partner Standard Fees and Charges](#).

### 3. Invoicing, Fees and Payment

The invoices are issued in advance and will include the monthly workstation fees (as per [The Silent Partner Standard Fees and Charges](#) or as agreed with TSP) and any additional consumable charges for the month prior.

Payment is due on the invoice date and will be automatically deducted from your nominated payment method (either Credit Card or Direct Debit).

### 4. Security Deposit

At the time of entering into a Coworking Service Agreement with TSP you will be required to pay a security deposit equivalent to one calendar month service fee, to be held in trust for the security for the term of this agreement.

The possession of a key to the TSP Office will require a key deposit of \$100 to be held in trust until such time as the return of the Office Key.

Upon termination of services with TSP the bond, less any outstanding charges, shall be returned in not less than 60 days of the date of termination of this agreement.

### 5. Key-holder responsibilities

A key-holder is deemed to be any person who takes possession of keys to the TSP Office. Key-holders acknowledge and accept responsibility for the security of the doors and spaces they access. The key-holder is expected to secure the space when they believe they are the last person on the premises.

### 6. Confidentiality

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 the The Silent Partner or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.

### 7. Termination of this Agreement

Either party with written notice may terminate this Agreement with 30days notice or immediately should payment terms not be adhered to.

TSP reserves the right to terminate the service at any time. TSP further reserves the right to terminate the Service immediately and without notice, if there is a violation of this Agreement.

## 8. No Unlawful or Prohibited Use

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 any TSP internet connection, or the network(s) connected to any TSP server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any TSP server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor should you post or download files that you know or should know are illegal or that you have no rights to.

## 9. Amendments and Variations

TSP may amend fees and charges at any time with at least 30 days notice. TSP shall advise the licensee of changes to its fees and charges either by way of letter, email or by posting the information on the company's website.

**I hereby acknowledge that I have read and understood all of the terms and conditions contained in this Agreement and further agree to be bound to this Agreement regarding my participation in and use of the Services.**

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
(PRINT) NAME & DATE:

**As a key-holder I have read and understood the terms relating to building security in this Agreement and further agree to be bound to the Agreement regarding my responsibilities as a key-holder.**

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
(PRINT) NAME & DATE: