

# Terms of Use (TOU) ATELIER 9

**Note : the English version of the TOU is for information only. The French version is the legally valid binding version.**

The terms of use (TOU) below aim to define the services and use modalities of the coworking space Atelier 9 in Nyon. The coworking space Atelier 9 belongs to Atelier Archipel Sàrl in Nyon. The user accepts and undertakes to respect all the TOU unconditionally.

The coworking space Atelier 9 is situated at the rue du Vieux-Marché 7-9, 1260 Nyon.

## 1. The present contract

### 1.1 Type of contract:

- The contract consists of a contract of service provision permitting access to an individual furnished working space, collective spaces and various services.
- The contract of service provision does not account for an exact space and it does not account for a sublease.
- It is forbidden to sub-lease any of the spaces.

### 1.2 Guests:

- The user's guests must declare their identities at the manager's desk. Atelier 9 reserves the right to refuse the entrance of certain guests if they make use of the spaces too often.
- The guests or colleagues visiting over 4 times in a month will be invoiced on the user's account proportionally to the time spent at Atelier 9.

1.3 Compliance with the rule of procedure: the users and guests are bound by the rules imposed by Atelier 9 on the users of the coworking space.

1.4 Duration and renewal: the contract runs for a minimum duration of 1 month and is automatically renewed monthly in the absence of a notice of termination written by either parties. This point does not apply to the Globetrotter plan (day or ½ day provision).

### 1.6 Termination or suspension:

- The user or Atelier 9 may terminate the present contract without motive for the end of the following month, subject to providing notice of 15 days. Atelier 9 may terminate the contract at any time if the payment is not fully made.
- At the termination or suspension of the contract all bills must be combined into one payment and settled within 10 days.
- At the termination of the contract the users must return the material made available by Atelier 9 and leave the space in its original state. If the user leaves belongings behind, Atelier 9 is authorised to remove them at the user's expense.

1.7 Notice: every formal notice (termination etc.) must be expressed in writing (e-mail or mail) and sent to the address mentioned in this contract.

## 2. Payment:

2.1 Nomad and Green card plans: the rental prices of the working space as well as annexed services or options will be billed monthly. The bill for the following month is payable during the 10 last days of the current month.

2.2 Late payment: if the user does not pay the bills in time, administrative costs of CHF 10.- will be billed on all the overdue amounts. In the event of repeated delayed payment, Atelier 9 reserves the right to exclude any user.

2.3 Atelier 9 may demand the user to pay a 3-months advance if the client frequently fails to pay his overdue amounts.

2.4 The rental and services contracts are cancellable at any time by Atelier 9 if the payment is overdue for over 30 days.

2.5 All the costs/rates in the service specifications are inclusive of VAT.

2.6 Atelier 9 can modify the specifications as well as the service costs at any time with one-month notice.

## 3. Services

3.1 Internet provider: Atelier 9 provides no guarantee regarding the security of its internet web-based network.

### 3.2 Wi-Fi access:

- Atelier 9 provides a free and unlimited Wi-Fi internet connection. The user is required to use its personal computer and accessories.
- The use is strictly reserved to the coworking Atelier 9 users and its guests.
- The users shall adopt all the security measures, notably encryption, that they consider useful in their situation.
- The user recognizes having received all the necessary information regarding the specifications and the terms of use of the Wi-Fi service of Atelier 9.
- The user must not use its computer equipment nor the Wi-fi network for illegal, illicit or forbidden purposes.

3.3 The users and guests are asked to use electricity and water reasonably for economic and ecological reasons.

3.4 Authorisation for the use and installation of electronic devices different from the standard desk equipment (computer and smartphone) must be asked in advance.

### 3.5 Badges:

- All badges are the property of Atelier 9.
- The users are not allowed to modify, duplicate or hand out the badges to a third party without the written authorisation of the manager.
- All badges must be returned at termination of this present contract, or else CHF 50.- will be due to Atelier 9 as compensation.
- In case of loss or theft the user must immediately inform Atelier 9 and pay CHF 50.- to get a new badge.

### 3.6 Meeting room:

- Atelier 9 has a meeting room with 12 seats available. The costs are indicated on the website of Atelier 9.
- The responsibility of preparing and restoring the room are borne by the user. The meeting room is made available for the user in a good state and the user is required to take care of the room and restore to its prior state.
- The meeting room can be reserved without any extra costs for a certain number of hours predefined by the user's coworking plan.
- The rental hours of the meeting room exceeding the rate predefined by the user's coworking plan will be billed by rounding up the quarter of an hour.

Cancellation policy: in the case of cancellation of a booking that has been definitively confirmed, a written notice must be sent to Atelier 9. The following fees will be charged:

- up to 10 days before the day of booking, no charge
- from 6 to 9 days before the day of booking, 30% of the meeting room rental price
- from 5 to 0 days before the day of booking, 50% of the meeting room rental price

### 3.7 Soundproofed mini-meeting cabin:

- Atelier 9 has a soundproofed mini-meeting cabin with 3 seats.
- The responsibilities of preparing and restoring the room to its original state are borne by the user.
- The use of the cabin is free. It is not possible to reserve it (first-come-first-served policy).

### 3.8 Resting and chill out areas:

- The user has free access to resting areas during work hours.
- The resting areas made available are clean and in good condition. The user is required to take care of them and to leave them in the same state.

### 3.9 Work spaces:

- For the Globetrotter and Nomad plans the work space must be cleaned out before leaving the premises.
- For the Green card plan, the work space must be tidied up before leaving the premises.

### 3.10 Domiciliation:

- The address of Atelier 9 may be used as business address for the users who subscribed to the option « domiciliation ».
- The domiciliation service includes the reception of mail at the address of Atelier 9. Letters with sizes up until B4 are covered. Atelier 9 does not handle the reception of packages.
- Atelier 9 can only receive mail against signature during the attendance hours of the manager if the user transmitted him a written and signed authorisation beforehand.
- The import taxes, custom clearance costs or other taxes will be rebilled to the user.
- A mailbox key will be given to the user. He shall sign a reception form with the terms of use of the key, notably in case of loss or theft.

3.11 Atelier 9 reserves the right to refuse the access to its premises and services by terminating the contract unilaterally and without prior notice to any user that does not respect the present TOU.

## 4 Food and drinks

- Food must exclusively be consumed in the resting areas made for that very purpose.
- Dishware may not be taken out of Atelier 9.
- It is strictly forbidden to enter the coworking space in a state of inebriation or to introduce any alcoholic beverages in the coworking space except in the case of an event authorised by the manager.
- In order to keep Atelier 9 clean for the co-workers, each user is required to clean out his own food and drinks before leaving the resting spaces.

## 5 Responsibilities of the user

### 5.1 Use of equipment:

- Each user is required to maintain the equipment, the furniture as well as the premises made available in a good state. Any incident or malfunctioning of the equipment must be immediately reported to the manager.
- The user bears responsibility for any damages caused by himself or his guests. Depending on the damage caused Atelier 9 has the right to ask for financial compensation to cover the replacement or reparation expenses of the damaged equipment.

### 5.2 Loss, theft, damage:

- In order to fully enjoy the provided services, Atelier 9 advises its users to look after their belongings and not to leave them unattended.
- The user is responsible for any equipment left in the premises of Atelier 9 (desks, lockers etc.). Atelier 9 shall not be held liable in the case of loss, theft or damage. It is recommended to the users to take out private insurance to cover theft away from home.

## 6 Responsibilities/ liability of Atelier 9

- Atelier 9 will not be liable towards the user in the case of loss or damage endured by the user in relation to the present contract, with the services or the premises provided by Atelier 9, unless the loss or damage is the result of an intentional action or serious negligence of Atelier 9.

- Atelier 9 is not responsible for loss of revenue or benefit, documents etc. and complaints of third parties or damage undergone by the user.

## 7 The venue

7.1 The access to the working-space is guaranteed from 7am until 8pm from Monday to Friday and from 8am to 6pm on Saturday with the use of an electronic badge.

7.2 For safety reasons, cameras are activated out of opening hours from 10pm until 7am from Monday until Friday and from 6pm Saturday until 7am Monday.

7.3 The Globetrotter plan (1/2 day and full-day) without subscription is not available on Saturday.

### 7.4 Premises:

The user should not modify the public spaces and should take care of all the equipment, the accessories, the installations and the furniture used.

### 7.5 Desk equipment:

The user is not authorised to install cables, computer networks or telecommunication without consent from Atelier 9.

### 7.6 Insurance:

The user is responsible for the insurance for his own goods, his/her employees and his/her guests, as well as for his own liability insurance.

7.7 Atelier 9 is a non-smoking space, including the private outside passageway.

7.8 In the open-space rooms, user should make use of earphones to listen to music or other sounds. Activities judged as overly noisy are not tolerated in open-spaces.

7.9 People are asked to use their phones in a way not to disturb other users. Two 'telephone-booths' (gondolas) offer a certain privacy during phone calls for users. For incoming calls, the user is asked to put his phone in vibrate mode only.

7.10 The user should use the furniture in a manner consistent with the law. Any use contrary to public order and morality will be sanctioned with an exclusion without refund.

7.11 The user should respect codes of conduct and civility with other users and guests of Atelier 9.

## 8 Children and domestic animals

Atelier 9 does not accept animals and underage for security and liability reasons.

## 9 Applicable law and place of jurisdiction

The relationship between the user and Atelier 9 (Atelier Archipel Sàrl) is governed exclusively by Swiss law. The place of jurisdiction is the headquarter of Atelier Archipel Sàrl.