STANDARD COWORKING TERMS (the **Standard Terms)**

1st edition 01/19

# General provision

The Standard Terms form an integral part of the Agreement. Any definitions in the Agreement shall also apply to the Standard Terms.

# Use

The right to make use of the Premises shall only apply to the registered Customer, and the Customer may not allow others to use these.

The Customer shall leave the office space in a tidy state at the end of each working day, as well as upon the expiry of the Agreement Term. If the Supply does not include use of a designated office or a designated office space, the Customer shall also remove all of his or her belongings at the end of each working day.

The Premises shall only be used for office activities. No change in the activities, including engagement in other, related activities, shall be permitted without the prior written consent of the Provider. The Customer shall handle both the Premises and the remainder of the property with due care.

*[If the premises are to be overbooked, the following may be inserted: If the Supply is not available, the Provider shall make best efforts to make available a replacement space. If this is not feasible, the Customer shall not pay consideration for the Supply in respect of the relevant day.]*

# Payment

The Consideration specified in the Agreement shall fall due for payment in advance on the 1st of each month. The Provider shall issue invoices to the Customer with such contents as are required under the applicable regulatory framework, and specifying the Provider’s account number for the payment of the Consideration. Payment is not deemed to have taken place until the amount is credited to the Provider’s account.

The Consideration shall be adjusted on 1 January of each year, in line with any changes in the consumer price index published by Statistics Norway or, if the said index is abolished, another corresponding public index. The Consideration shall not, however, be adjusted below the Consideration agreed on the date of entering into the Agreement. The original contract index value is the index value as per the month of June in the year in which the Agreement was entered into. Consideration adjustments shall be based on changes from the original contract index value to the most recent known index value as per the adjustment date.

In the event of late payment of the Consideration, late payment interest shall be paid pursuant to Act of 17 December 1976 No. 100 or any statute replacing the said Act. The Provider shall be entitled to impose a fee in respect of any payment reminders.

# Maintenance and changes

The Provider shall arrange and pay for all external and internal maintenance and the replacement of technical installations. The Provider shall also arrange for operation and cleaning of the Premises and the Common Areas.

The Provider shall ensure that the Premises comply with any technical building and construction requirements that are laid down by public law and that apply to the Premises, based on the activities to be conducted by the Customer in accordance with Clause 2, and shall cover the costs associated therewith. Any public law requirements which are triggered by the Customer’s activities/use of the Premises, and which do not pertain to technical building and construction matters or to zoning matters, are the responsibility of the Customer.

The Provider shall be granted access to the Premises during office/business hours on all days, for purposes of repair, maintenance, inspection, appraisal, refurbishment work, etc. The Customer shall accept such work without any damages or reduction of the Consideration, unless the Customer suffers material inconvenience.

The Provider may freely change the size, location and design of the Premises and the Common Areas.

The Customer shall carry out no changes at, or to, the Premises without the prior written consent of the Provider.

# Liability of the Provider

The Provider shall be liable for direct loss resulting from any delay or defect. As far as defects are concerned, this is conditional upon the defect being material. Indirect loss is not covered. The damages shall not exceed *[number of months*] months’ Consideration, unless the Provider has acted with intent or gross negligence.

The Customer shall not be entitled to withhold Consideration to secure any claim that the Customer has or may get against the Provider as the result of any defect or delay.

If the Customer wishes to invoke prolonged or repeated breach of contract on the part of the Provider as a basis for termination, it shall be required to give prior written notice to the effect that the Agreement may be thus terminated unless such breach is discontinued.

The Provider shall not be liable for loss relating to any error, including security error, in the Provider’s IT systems and/or Internet access.

*[Alternative: The Provider is responsible for providing stable Internet access. If the Provider is unable to provide Internet access at [specification], the Consideration shall be reduced by NOK [•] per day until the agreed Internet access is provided. Other than this, the Provider shall not be liable for loss relating to any error, including security error, in the Customer’s use of the Provider’s IT systems and/or Internet access.]*

# Liability of the Customer

The Customer shall be liable for any damage or defect caused by the Customer itself or by anyone to whom the Customer has granted access to the Premises.

The Customer is responsible for keeping his or her own belongings and interests, etc., insured.

The Provider may terminate the Agreement in the event of material breach of the Agreement, including the Standard Terms and the House Rules, upon which termination the Customer shall immediately vacate the Premises.

The Provider’s notice of termination of the agreement on the basis of material breach shall be given in writing, specifying the reasons for such termination.

# FIRE/DESTRUCTION

If the Premises are destroyed by fire or other accidental event, the Provider may waive all of its rights and obligations under the Agreement.

# Value Added Tax

The Value Added Tax status of the Customer as per signing of the Agreement and its intended use of the Premises is specified in the Agreement.

To the extent that the Supply shall be included in the Provider’s voluntary registration in the Value Added Tax Register, the Customer warrants that the conditions for registration are met from the time of signing the Agreement and throughout the Agreement Term.

The Provider shall be entitled to add Value Added Tax at the rate applicable at any given time to the Consideration and any other costs relating to any areas that are to be included in the Provider’s voluntary registration pursuant to the Agreement, as well as other VATable services. The same applies to any areas that might become included in the Provider’s registration as the result of mandatory registration for lease of real estate being introduced by statute.

The Customer shall immediately inform the Provider of any circumstances that may result in changes to the Value Added Tax status of all or part of the Premises/Supply. The Customer shall also within 14 days complete in writing the Provider’s annual declarations concerning the Customer’s use of the Premises during the year. The Customer shall indemnify the Provider in respect of any loss that may be incurred by the Provider, including any reduced right of deduction and any reversal/adjustment of deducted input Value Added Tax, as well as any interest, penalty tax and other costs associated with such loss, as the result of changes to rules governing the use/activities of the Customer or changes to such use on the part of the Customer, sublease, corporate/organisational changes, formal deficiencies or omissions, etc. In calculating the amount of the Provider’s loss, any tax implications on the part of the Provider shall be taken into account.

Any claim as the result of the provisions of this Clause 8 shall fall due for payment upon demand.

# FURNISHING OF COLLATERAL

See Clause 8 of the Agreement for which alternative is applicable.

**A**

The Customer shall furnish an ordinary guarantee from a financial institution conducting activities in Norway under a licence granted by the Norwegian authorities, or an alternative guarantee approved by the Provider, in respect of the timely performance of the obligations of the Customer under the Agreement.

The Provider may require a proportional adjustment of the guarantee amount in connection with any Consideration adjustment. The guarantee shall remain in effect, and be irrevocable on the part of the Customer and the guarantor, throughout the Agreement Term, as well as for three months after vacation of the Premises. The guarantee shall be governed by Norwegian law. Any dispute relating to the guarantee shall be resolved before the courts in the jurisdiction of the Premises.

**B**

The Customer shall furnish a deposit by paying the deposit amount into an escrow account in the name of the Customer with the bank that receives the Consideration payments. The deposit shall secure the timely performance of the obligations of the Customer under the Agreement. The Provider may require a proportional adjustment of the deposit amount in connection with any adjustment of the Consideration. The Customer may request payment from the bank of any interest accrued on the account.

If the Provider is claiming payment from the escrow account due to breach of contract on the part of the Customer, the bank shall notify the Customer of such claim, stating that the amount will be paid to the Provider unless the Customer documents, within five weeks of such notice being sent, that it has brought legal action concerning the claim. Such notice shall be sent to the Customer’s stated address or, if applicable, stated electronic mailbox. If the bank does not receive such documentation within the time limit, and the Provider has not revoked its claim, the bank shall pay the amount to the Provider in final discharge of the obligations of the bank in respect of such amount.

If the Customer has brought legal action, the bank may only pay the amount to the Provider in final discharge of the obligations of the bank in respect of such amount with the written consent of the Customer or following a final and binding judgment or other ruling with the same effect as a final and binding judgment.

If the Customer, after the expiry of the Agreement, requests payment of the deposit, in excess of accrued interest, the bank shall notify the Provider in writing of such claim, stating that the deposit, including accrued interest, will be paid to the Customer unless the Provider documents, within five weeks of such notice being sent, that it has brought legal action against the Customer concerning any claim under the Agreement. The bank may use the last known address or electronic mailbox for such notice. If the bank does not receive such documentation within the time limit, and the Customer has not revoked its claim, the bank shall pay the amount to the Customer in final discharge of the obligations of the bank in respect of such amount.

**C**

The Customer shall furnish no collateral.

Any breach of the provisions in this Clause shall be considered a material breach that entitles the Provider to terminate the Agreement, unless the Customer has remedied the situation within 14 days of a written notice from the Provider.

# GOVERNING LAW AND DISPUTE RESOLUTION

All matters relating to the Agreement, including the Standard Terms and the House Rules, shall be governed by Norwegian law. It is agreed that any dispute relating to this agreement shall be resolved before the [•] District Court.

To the extent that the Agreement falls within the scope of the Tenancy Act, the following provisions of the Tenancy Act shall not apply: Sections 2-15, 3-5, 3-6, 3-8, 4-3, 5-4, Sub-section 1, 5-8, 7-5, 8-4, 8-5, 8-6, Sub-section 2, 10-5 and 10-6. Moreover, the Agreement, the Standard Terms and the House Rules shall take precedence in all cases where their provisions differ from the non-mandatory provisions of the Tenancy Act.