# HAPWORKS\_

# Hapworks Coworking Terms & Conditions

September 2024

### Introduction

Thanks for choosing Hapworks00 at 7 Castle Street, Dundee. We aim to provide a relaxed and welcoming temporary coworking space with 22 desk spaces in an open plan, street level former shop unit, which enables people to work in a sociable creative space with others.

<u>Hapworks</u> is being led by Creative Dundee and this is a brand new prototype space for the city, initially open as a pilot being supported by Dundee City Council for 10 weeks. The layout is flexible and although it will always be focused on providing coworking space, it is also likely to evolve over the course of the project as we test ways of working in the space.

As a Hapworks Pass Holder we will actively encourage feedback and new ideas about how the space could be adapted and improved.

We will create a space which makes creative work visible within the city centre, brings together Dundee's creative communities and encourages new connections to form.

#### The space will be open: 9:00am - 5:00pm, Wednesdays from 4 September to 4 December 2024.

By selecting one of the passes on the Hapworks website, or via the day pass QR code within the space, you are agreeing to the terms and conditions listed in this document.

#### 1. Hapworks Pass Holder Types

During this phase of the project (September - December 2024) only **Day Passes** are available. They are available to buy ahead of your visit on the <u>hapworks website</u> or available to buy on arrival via a QR code. There are 22 desk spaces and as this is a pilot project, desks will operate on a first come first served basis and will be yours for the day if you wish.

Day Passes are available on a Pay What You Can basis. Passes cost **£5** standard, with a reduced **£2.50** pass to increase accessibility and a **£10** pass for those in a position to further support the project.

# All day passes should be redeemed by our final coworking day on Wednesday 4 December 2024.

# 2. Access

The space has step free access from the street and has a double door entrance, which is not automatic. The interior is all on one level, it is open plan and there is one accessible toilet.

The space can be reached by public transport; a 2 minute walk from the nearest bus stops at the rear of the Caird Hall and a 7 minute walk from Dundee Train Station. Space for bikes is available on Castle Street and several car parks are close by and there are a few short term parking spaces on the street.

Hapworks will always be staffed by one to two members of the team.

Access Days: Wednesday Access Hours: 9:00 am to 5:00 pm

# All Pass Holders have access to the following shared facilities:

- Desk / chair
- Wi-Fi
- Accessible toilet
- Refreshments

# 3. Cowork Space Usage

Pass Holders must:

- Only use the Hapworks space for the coworking use specified.
- Not authorise or allow anyone else to use the space without being a Pass Holder. One pass = one desk space is used.
- Not do anything which could jeopardise the aims and objectives of the space for example any activities which are dangerous, offensive, illegal or immoral, or which are or may become a nuisance, annoyance or inconvenience to users of the space or neighbours.

# 4. Code of Conduct

Hapworks is committed to providing a positive and harassment-free experience for everyone to be treated fairly and equally regardless of their sex, sexual orientation, gender, marital status, race, colour, nationality, ethnic or national origin, religion, age, disability or union membership status. We do not tolerate harassment in any form. By joining Hapworks, you are agreeing to abide by these guidelines. We expect our community to help us realise a safe and positive experience for everyone. As it's a shared open place work space that's suitable for desk-based work, we ask that Pass Holders are respectful of each other's boundaries and working styles. This includes keeping noise levels to a minimum - for example by using headphones if needed, and being mindful of others when on calls.

In this pilot space there is no dedicated space for meeting guests, and no kitchen facilities, although refreshments will be available.

To further maintain personal boundaries and privacy, if Pass Holders intend to take photos or videos within the workspace we expect that consent will be gained for any recordings which identify individuals in the space.

Pass Holders are expected to keep their work space tidy and leave the workspace as they found it.

Unfortunately animals or pets cannot be brought into the space, with the exception of approved assistive dogs.

### 5. Pass Holder Fee

The Pass Holder agrees to pay the fee either in advance via Paypal by selecting one of the passes on the Hapworks website, or via the day pass QR code within the space. Each day pass will be activated on arrival for coworking at Hapworks at Castle Street.

If you would prefer to be invoiced for your pass, then please contact us: <u>eilish@creativedundee.com</u>

#### 6. Community Guidelines

The Pass Holder agrees to abide by Hapworks' evolving community guidelines, fostering a collaborative and respectful environment.

We welcome resident Pass Holders to help us think through the next steps, working towards the long term vision for Hapworks which includes how a permanent creative space could work.

The evolving Community Guidelines will be displayed within the work space and updated by the Hapworks team and Pass Holders as the pilot develops.

# 7. Personal Property

There are currently no storage facilities within Hapworks as it is an early stage test space. Anything that Pass Holders bring in, must be taken out at the end of each day of use.

All Pass Holders are responsible for their own personal property, Hapworks cannot be held not responsible for lost, damaged or stolen items.

Pass Holders are also responsible for protecting their own laptops and devices from virus or malicious software.

#### 8. Termination

Pass Holders agreements will end on completion of the pass date (eg. 10 weeks after the agreed start date).

Pass Holder agreements will be ended immediately if the Pass Holder breaches the Hapworks terms and conditions.

### 9. Amendments

Hapworks reserves the right to amend the terms of this Agreement with reasonable notice and communication to the Pass Holder.

Should the project continue after the initial 10 week pilot phase, either in this physical space or another space, the Terms and Conditions will be updated to reflect the learning gained during the pilot phase, then communicated in advance to potential Pass Holders.

# 10. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control. These are events or circumstances that are beyond the reasonable control of the parties, which prevents or delays the performance of their respective obligations under this Agreement. Force Majeure events include, but are not limited to, acts of God, natural disasters, war, terrorism, strikes, labour disputes, governmental actions, or any other unforeseeable and extraordinary events.

#### 11. Governing Law

The terms of this Agreement shall be governed and construed in accordance with Scots law and the Scottish courts shall have exclusive jurisdiction to hear any disputes arising under this Agreement.

If you have any queries on any aspect of the Terms and Conditions please contact Eilish at <u>eilish@creativedundee.com</u>