



# DreamSpace Membership Agreement

## Membership Type: **DEDICATED DREAM DESK**

DreamSpace offers a shared, community-driven workspace for location-independent workers. It exists because of you and for you. As a member, you will not just be a customer of DreamSpace, you'll be an active part of what DreamSpace is and does for you and for others.

## **DEDICATED DREAM DESK Membership Features (Individual or Team)**

A dedicated desk means you know where you gonna sit everyday – a guaranteed area to call your own.

This is designed to provide you an environment highly conducive for productivity-driven teams and individuals.

Below are some, but not all, of the benefits members receive as part of your membership:

### **Workspace**

You will get a dedicated desk and chair to do your best work amid like minded entrepreneurs and professionals.

### **Access / Physical Spaces**

All DreamSpace locations

Dedicated Desk (in one location)

10 hours Access

### **Complimentary Services**

- Hi-speed Internet
- 2 hours of meeting room per month
- 40 pages of printout
- Reception and housekeeping
- Unlimited Hot & Cold Beverages
- Community & Networking Events
- At least 10% discount on dream team room upgrade
- At least 10% off on meeting room rate

#### **DreamSpace**

4F, JCenter Mall, Mandaue City, Cebu, Philippines

[talktous@dreamspace.com.ph](mailto:talktous@dreamspace.com.ph); +639173097548 / +639478934368

- Access to community and content
- Priority bookings and special rates on events
- Access to regular monthly community meetups

### **Price Plan (Choose a plan)**

- Monthly: Php6,999 per person
- Bi-annual: Php41,000 per person for 6 months
- Annual: Php80,000 per person for 12 months
- Bi-annual Group of 3: Php120,000 for 3 people for 6 months
- Annual Group of 3: Php230,000 for 3 people for 12 months

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## Conforme:

I have paid Php\_\_\_\_\_ in advance, which includes a one month security deposit and \_\_\_ months of membership.

Membership will commence on \_\_\_\_\_.

**Name:**

**Home address:**

**Phone:**

**Email:**

**Company (if applicable):**

**Position:**

**Web address:**

- OK to publish your name, company, position, and web site on our member directory and web site? Your personal contact information (phone, address, email) will be kept private.

Signature over printed name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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# General Terms and Conditions

## 1. Definitions

- 1.1 'Address' means the address at DreamSpace that Member can use as indicated in the Membership Plan.
- 1.2 "Day Passes" means an 8 hour co-working pass usable within the month of purchase.
- 1.3 'Event Organiser' means any party that has successfully made a space reservation booking within the Premises.
- 1.4 'Member' means you (the person or organisation who signed up for a membership).
- 1.5 'DreamSpace' means DreamSpace, a company registered in the Philippines with its office at 4F, JCenter Mall, Mandaue City, Cebu, Philippines.
- 1.6 'Membership Plan' means the membership benefits that can be found on <http://dreamspace.com.ph/index.php/be-a-member/>.
- 1.7 'Membership Form' means the personal details page and then choose a Price Plan page of this form.
- 1.10 "Price Plan" means the price that the Member needs to pay for the Membership Plan.
- 1.11 'Premises' means DreamSpace Cebu with usage rights as indicated in the Membership Plan.

## 2. THE MEMBERSHIP

- 2.1 The Membership Form needs to be agreed to by Member and DreamSpace before you commence your Membership Plan.
- 2.2 This relationship is between the the Member and DreamSpace. It is built on respect, trust and understanding. The Member cannot assign his/her membership to someone else without DreamSpace agreeing to it first.
- 2.3 Only Members under the Dedicated and Private Team Room Membership may use our Address as a registered business address, with at least two weeks advance notification given to DreamSpace.

## 3. MAKING CHANGES OR CANCELLING

- 3.1 If the Member wishes to change/modify or cancel the Membership Plan, the Member will need to adjust the membership accordingly by informing DreamSpace through writing to [membership@dreamspace.com.ph](mailto:membership@dreamspace.com.ph) 30 days ahead of effective change, subject to approval of DreamSpace.

3.2 The Price Plan is paid in advance on the first day of your payment cycle and is continuous until DreamSpace receives your downgrade/upgrade or cancellation.

3.3 Should the Member wish to downgrade or cancel the Membership Plan, no refunds will be given for membership payments that have already been deducted for the entirety of the payment cycle.

#### **4. MEMBERSHIP PAYMENTS**

4.1 The membership fees cover the provision of the services outlined in the Price Plan. Your membership fees are laid out in the Membership Form and in the Membership Plan.

4.2 The preferred method of payment is Visa, Mastercard, Debit card, PayPal, Check or Cash.

4.3 Membership Plan is paid in advance and is continuous until the Member cancels the membership 30 days ahead in writing subject for approval.

4.4 DreamSpace grants a 7 days grace period to pay any outstanding membership payments due. In case of late payments, DreamSpace reserves the right to charge 2% interest per month on the invoice amount with a minimum charge of P100.

4.5 DreamSpace reserves the right to put the Member's Membership Plan on hold if no payment has been received after 7 days of invoice.

4.6 Membership Plan will be cancelled automatically if the payment has been overdue for more than 60 days.

4.7 Membership fees may vary at the sole discretion of DreamSpace from time to time without any notice to the Member.

#### **5. MEETING AND EVENT SPACES**

5.1 Meeting rooms are available for rent. The Member may be entitled for complimentary hours depending on the membership package indicated in the Membership Plan. The Member can book the meeting room via email or online platform of DreamSpace.

5.2 Event space is available for rent. Please book using our online booking form or via written communication to [events@dreamspace.com.ph](mailto:events@dreamspace.com.ph)

5.3 To confirm your booking for meeting rooms and event space for rent, the Member needs to pay the full amount upon issuance of invoice. An invoice will be sent to the Member once the booking is confirmed.

5.4 If an Event Organizer needs to cancel a confirmed event at our Premises, a written notice shall be given to DreamSpace and a refund will be provided under the following conditions:

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i. Full refund will be given if  
least 5 working days in advance.

— cancellation is done at

ii. 50% refund will be given if cancellation is done at least 3 working days in advance.

iii. No refund will be given if cancellation is done less than 3 working days in advance.

5.5 Event Organizers are responsible for timely setup and clean-up of their event. If a Member, as an Event Organizer, require assistance from the team in arranging the furniture, please note that there will be a P3,000 logistics and takedown fee.

## **6. FAIR USE BY MEMBERS**

6.1 DreamSpace can only provide the use of Premises at the prices of the Price Plan if the Member uses it for the amount of hours agreed. Membership Plans are not transferable nor shareable other than the Member. Members, however, can invite up to two (2) guests into the Premises within the café/pantry area only.

6.2 DreamSpace may limit guest access during peak periods. If for whatever reason the Member needs additional guest access or require a co-working space, please speak to any representatives from DreamSpace. There may be a requirement to purchase Day Passes.

6.3 If the Member uses the Premises for more than what the Member has signed up for, please upgrade your membership to match by informing DreamSpace representative.

6.4 Internet usage: No spamming, posting or downloading files that are illegal, or that the Member has no rights to, or accessing any other devices connected to DreamSpace network or the Internet the Member does not have permission to access. The usage of Internet for heavy downloading/uploading is not condoned and any acts which may affect the quality of usage of the service for other users will not be tolerated.

6.5 DreamSpace reserves the right to terminate the Member's membership if the Member's behaviour is deemed inappropriate and/or unacceptable. For such instances, no refunds will be given for membership payments that have already been deducted for the entirety of the payment cycle.

## **7. RESPECT FOR PRIVACY**

7.1 Respect is critical to our relationship. It extends to how the Member uses the Premises, being considerate of other members and to the information Member shares between one another. Any confidential information Member gives DreamSpace, or DreamSpace gives Member, remains confidential.

7.2 DreamSpace will not sell or give details about the Member to other organisations or marketing companies without your consent, and ask that Member does not share our information or the information of other members without their consent.

7.3 DreamSpace may use some of the applicant consents for research purposes, but not for commercial gain.

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## 8. INDEMNITY AND LIABILITIES

8.1 Except in cases of gross negligence or purposeful misrepresentation by the DreamSpace, Member shall indemnify DreamSpace against all claims, demands, actions, proceedings, judgments, damages, losses, costs and expenses of any nature which the DreamSpace may suffer or incur for death, injury, loss and/or damage caused, directly or indirectly, by:-any occurrences in the Premises or the use or occupation of the Premises by Member or by any of its employees, independent contractors, agents or any permitted occupier.

8.2 DreamSpace is not liable to Member and Member must not claim against DreamSpace for any death, injury, loss or damage (including indirect, consequential and special losses) which Member may suffer in respect of any of the following (whether caused by negligence or other causes.

- i. Any failure or inability of or delay by DreamSpace to provide, or any interruption in, or inadequate supply of, any of the utilities, air-conditioning services, lift services or lighting to the Premises;
- ii. Any failure or inability of or delay by DreamSpace to grant access to the Premises; or leakage or defect in the piping, wiring and sprinkler system or defect in the structure of the Premises;
- iii. Any act, omission or negligence of any contractor approved by DreamSpace, and such contractor appointed by DreamSpace will not be treated as an employee or agent of DreamSpace;
- iv. Any loss of confidential information and/or loss of confidentiality brought about by the entry of unauthorized persons into the Premises; or Death, injury, loss or damage caused by other persons in the Premises.

8.3 For the avoidance of doubt, "injury, loss and damage" as set out in the above clause includes, but is not limited to any loss of business, loss of profits, loss of anticipated savings, loss of data, third party claims or any consequential loss.

8.4 Except in cases of gross negligence or purposeful misrepresentation by DreamSpace, DreamSpace is not responsible to Member or to its employees, independent contractors, agents or permitted occupier nor to any other persons for any death, injury, loss or damage sustained at or originating from the Premises directly or indirectly caused by, resulting from or in connection with any act, omission or negligence of the DreamSpace or its employees, agents or independent contractors.

8.5 DreamSpace maintains a public liability insurance policy that covers the Premises. Member should not assume that our insurance extends to your property and Member should make their own insurance arrangements for their property. DreamSpace will not be liable for lost items in the Premises. Member may at its own cost purchase private liability insurance.

8.6 DreamSpace's consent to or waiver of any default by Member of its obligations stated in this Agreement is only effective if it is in writing. Such written consent or waiver by DreamSpace must not be taken as a consent or waiver to another default by Member of the same obligation, or a default by Member of another obligation in this Agreement.

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**9. GENERAL TERMS:**

9.1 Alterations: Member shall not make any alterations, additions or improvements other than those contemplated by this Agreement, without the prior written consent of DreamSpace.

9.2 Amendment and Waiver: This Agreement may not be amended and no terms may be considered waived without the prior written consent of both Parties.

9.3 Default: In case of default in any term or condition of this Agreement and failure of the Member to take action to remedy such default within one (1) week of notice of such default by DreamSpace shall have the right to undertake any or all remedies permitted under laws of the Republic of the Philippines.

9.4 Dispute Resolution: Both Parties agree to resolve any disputes arising out of any of the clauses pertaining to this Agreement, including but not limited to failure to remedy a default, through arbitration in accordance with the Arbitration Act (Chap. 10).

9.5 Network Security: Member shall maintain updated anti-virus programs installed in the Member's computer(s) before using the DreamSpace's infrastructure to connect to the Internet. Member shall compensate and indemnify DreamSpace for the cost of rectification and repair if the system is disrupted due to corruption caused by a virus in Member's system(s). DreamSpace reserves its right to disconnect

Member's access to the Internet if Member does not take steps to protect its computer(s) from such viruses.

9.6 The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction will not affect the legality, validity or enforceability of (i) that provision under the law of any other jurisdiction; or (ii) any of the other provisions in this Agreement.

9.7 This Agreement is governed by Republic of the Philippine law.

9.8 The Parties agree to submit to the jurisdiction of the courts of the Republic of the Philippines in cases of dispute

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_