

# **BOBCA - Charter**

## **Article 1**

The purpose of this charter is to put in place the rules to be applied by all members to ensure safety both for the customers and the fix or co-working member centres. Some of these rules govern the relationship between customers and members of BOBCA while others regulate relations between members and third parties. These rules together comprise the charter.

## **Article 2**

The members of BOBCA guarantee their customers the following minimum services:

- A multilingual receptionist with a direct telephone line, every business days of the year from 09:00 to 17:30,
- A custom response on behalf of customer companies,
- Visitor reception during this period,
- A minimum number of 15 fully equipped working places either in private offices or open spaces
- A meeting room,
- A shared photocopier,
- A common lounge room
- A Wi-Fi access in the common areas of the building

## **Article 3**

The office package must, at a minimum, include the following items:

- Provision of an office,
- Provision of furniture,
- Communal charges,
- Property tax,
- Electricity, water, heating,
- Regular cleaning of the offices,
- One or more telephones with one or more custom numbers in the name of the customer,
- Access to the shared services listed in article 2 hereof,
- Any charges and taxes included in the member's lease and passed on to the members by the owners.

## **Article 4**

Members undertake to make a list available to the customers specifying the consumables that can be supplied.

## **Article 5**

Members undertake to notify the VAT administration of the departures of customers and of their new address, where known. Members shall also notify the VAT administration of the reasons for customer departures. A subscription invoice more than two months overdue shall result in cancellation of the contract and the VAT administration shall be notified.

## **Article 6**

Members undertake, during the signing of any contract, to obtain the documents listed below from the new customer:

- A copy of the identity card or passport of the person signing the contract,
- Entreprise or VAT number
- A copy of the statutes of the company,
- Full bank details
- Accountant name and address.
- Names and addresses of known director of the company.
- The e-mail address of the director
- The GSM number of the director

## **Article 7**

All contracts will be accompanied by the prior payment of a security deposit equivalent to minimum t months' usage fees. An exception can be made, however, for coworking or contracts for less than three months. The member shall have the option of billing the whole subscription immediately, payable in advance.

## **Article 8**

The members of BOBCA are prohibited from offering services or contracts below cost price.

## **Article 9**

Members are not allowed to poach staff working for other members. Poaching is taken to mean open or insidious voluntary action for the purpose of obtaining the services of a person working for another member.

## **Article 10**

Members are also prohibited from poaching the customers of other members

both by making direct contact and by indirect actions such as mailshots sent to the addresses of the customers of another member. Personal action taken by the customer to receive offers from another member shall not be considered poaching.

## **Article 11**

Members may be monitored by an internal or external Oversight Committee, consisting of three individuals, appointed annually by the General Assembly with minimum representation of 2/3 of the BOBCA members.

## **Article 12**

All infringements shall be assessed on a case-by-case basis by the Management Committee and endorsed by the General Assembly.

## **Article 13**

Failure to comply with this charter shall be subject to penalty, ranging from simple reprimand to definitive exclusion of the member. An infringement considered sufficiently serious by the committee may give rise to an Extraordinary General Assembly to endorse or reject the decision of the Oversight Committee.

## **Article 14**

This charter may be amended at each General Assembly, with the agreement of at least 2/3 of the members present or represented at the General Assembly.

## **Article 15**

Intermediaries shall be paid a commission that shall not exceed 10% of the amount of the basic subscription and may be renewed for a maximum of one year. A contract extension shall not give rise to an increase in commission. An “incentive” may be granted.