

# Coomunga House

## Membership Co-Working Terms and Conditions

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## 1 Membership

The following paragraphs outline the terms and conditions (Terms) on which Coomunga House Pty Ltd (we, our, us) grants Membership to the Member (you, your).

These Terms must be agreed to by you before you can commence your Membership. If there is anything that you do not agree with or do not understand in these Terms please do not accept them and contact Coomunga House so we can try to address your concerns.

We will endeavour to provide the Services to the best of our ability. If we are not meeting your expectations please let us know so that we can try to find a way of addressing this.

Your Membership is personal to you. You may not transfer your Membership to someone else without us agreeing to it in writing first.

You agree to comply with your obligations under these Terms, and with any additional obligations contained in any of our Policies.

Your Membership entitles you to access and use of High Speed Internet. Your login details are personal to you, and must not be shared with anyone else. You should take sufficient care in ensuring the security of your login details, and contact us immediately if you believe that someone else has access to them or is using them. You must use the technology in accordance with the terms of use accepted by you.

## 2 The Space

The Space is a shared office and we ask that you consider other Members and use the Space and the Internet and facilities in a respectful way. Offensive language, threatening behaviour, abuse of our staff or other Members and damage to Our Property, or that of another Member, will not be tolerated. We reserve the right to remove offenders from the space, and suspend or cancel their Membership and access to the facilities.

The space is a collaborative workspace, and you may find that you are working in close proximity to individuals or organisations that compete with your business. It is your responsibility to ensure that any obligations you may have regarding proximity and/or confidentiality with respect to such competing organisations and other Members generally are adhered to.

You acknowledge that due to the shared nature of the space, sensitive information may sometimes be overheard, and you agree to respect the right of privacy and confidentiality of other Members in such circumstances.

Where your Membership entitles you to access the space, this is a licence to use the space, and does not give you an exclusive right to any part of the space. You are responsible for ensuring that the space meets the needs of your business or enterprise. We make no warranties or representations that the space is suitable for the purpose you intend to use it for.

We ensure that Our Property is maintained in a good condition and complies with any applicable legal or other regulatory requirements. It is your responsibility to ensure that Your Property is fit for purpose and is used in a safe manner. You must ensure that any electrical equipment you bring into the Space is inspected and tested in accordance with AS/NZS 3760:2010.<sup>1</sup>

You acknowledge that you will be liable for, and agree to indemnify us for any damage caused to the space or Our Property, or for any claim brought against us, by malfunctioning or incorrectly used equipment brought into the Space by you, your employees or your guests. This includes, but is not limited to, damage caused by non-compliant electrical equipment or electrical equipment not fit for use in Australia.

You are responsible for making good or indemnifying us (at our option) for any damage caused to the Space or Our Property by you, your employees or your guests (excluding fair wear and tear).

We take all reasonable measures to ensure the Space is a safe and healthy working environment. You are responsible for your own safety (and that of your employees and guests) whilst in the space. This includes using Our Property and Your Property safely, for the purpose it was intended for, and with a reasonable amount of care.

Where gym facilities or exercise equipment are provided in the space, any use of such facilities or equipment is at each Member's own risk and, to the extent permitted by law, Members assume all liability for any injuries or other health condition caused or exacerbated the use of such facilities and equipment. It is important that Members consult their medical professional or make their own prior assessment as to the suitability of the equipment provided.

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<sup>1</sup> AS/NZS 3760:2010. Incorporating Amendments No. 1 and No. 2. Joint Australian New Zealand Standard in-service safety inspection.

### 3 Making Changes or Cancelling

We may amend these Terms at any time by providing 3 months' written notice. If we choose to do so, we will inform you in writing. If you are unhappy with any proposed changes contact any of our staff members and we will use reasonable endeavours to address your concerns.

You may change your personal and billing information and change or cancel your Membership by contacting Coomunga House in writing. You must do this at least 30 days prior to the day you require the change or cancellation to take effect.

We may cancel your Membership with immediate effect if you:

- Breach your obligations;
- Breach any of your other obligations in these Terms and, if such breach is capable of remedy, you do not remedy your breach within 7 days of being notified by us;
- Fail to pay the Fees, and such failure is not remedied within 14 days; or
- Fail to comply with our Policies, provided that we have given you written notice of such failure and our required remedy, and a reasonable time to rectify the failure.

Either party may cancel your Membership at any time by providing the other party with at least the Minimum Notice in writing. If you fail to give us the Minimum Notice, or if your Membership is terminated in accordance with the above, you shall remain liable for all Fees for the Minimum Notice period.

We will refund to you the Deposit within 7 days of termination of your Membership for any reason. We reserve the right to deduct from the Deposit any amounts owed to us by you, including, but not limited to, any outstanding Fees.

### 4 Membership Fees

We will provide you with the Services in consideration for you paying the Fees in the manner identified below.

Unless otherwise agreed between us, we only accept payment of the Fees by automatic direct debit from a credit card nominated by you (Visa, Mastercard). The Fees will be debited monthly in advance from your nominated account on the 1st of each month, or the next available business day, and will continue to be debited until your Membership ends.

It is your responsibility to ensure that your payment details are kept up to date and that there are sufficient funds in your nominated account to enable the successful debit of the Fees each month. If the transaction is rejected for any reason you will be liable for any reasonable costs incurred by us in recovering the debt, including but not limited to any legal, bank or collection agency fees.

The Fees may be subject to review each calendar year (January – December) or financial year (July – June) at our discretion. You will be notified in writing 3 months prior to any increase in the Fees taking effect.

Prior to your Membership commencing, unless otherwise agreed between us in writing, we will deduct the Deposit from the credit card nominated by you for payment of the Fees.

Unless you are notified otherwise, the Fees and any other prices referenced on our Website or otherwise communicated to you are quoted exclusive of GST.

### 5 Meeting Spaces and Venue Hire

Meeting rooms are available for use by Members in accordance with our meeting room policy, as may be implemented or amended from time to time.

### 6 Fair Use by Members

We can only provide the Services for the Fees quoted if Members use the space fairly. We believe that using the space fairly means that you:

- Only use the space for the number of days per month and during the times allocated to your Membership;
- Limit the number of guests you bring into the Space. Excluding meeting room bookings and venue hire, we consider that two guests for up to two hours is reasonable. Please understand that to be fair to other Members we may need to limit guest access in peak times. If for whatever reason you need additional guest access please talk to us to see what can be arranged;
- Limit printing to a reasonable amount, in accordance with any policies introduced from time to time by us and communicated to you;
- You must not use the internet access provided for excessive downloads or for any illegal purpose;
- Computers and other devices must be Wi-Fi enabled to access internet in Space. For optimal Wi-Fi connectivity, your computer or device must operate on a 5Ghz network and have up-to-date operating systems installed;
- You must not broadcast your own Wi-Fi signal anywhere in the Space, including, but not limited to, utilising a personal hotspot or your own Wi-Fi router, as this disrupts and interferes with Wi-Fi connectivity for all Members.

- We provide no warranties or guarantees that your Wi-Fi access will be uninterrupted or error free. We will provide reasonable assistance in troubleshooting any connectivity issues. However, if our troubleshooting identifies (in our reasonable opinion) that such connectivity issues are due to your computer or device, you will be responsible for the arrangement and costs of any additional troubleshooting, repair, modification or replacement of your device. We can refer you to our preferred IT service provider and co-ordinate such troubleshooting at your request.
- If your guests would like to work in the space for all or part of the day, they are welcome to purchase a day pass, or discuss membership options by contacting our staff in the Space or via phone or e-mail.
- Guests must sign in at the host desk prior to entering the space. For security reasons, we reserve the right to refuse entry to any guest that does not sign in.
- Continued abuse of the fair use requirements in this clause may result in the suspension or termination of your Membership.

## 7 Security and Confidential Information

Confidential Information includes information relating to either party's business, employees, clients, products and business processes. Any Confidential Information you give us, or we give you, remains confidential. We have adequate policies and procedures in place to protect Confidential Information you disclose to us and you agree to take reasonable care to protect any Confidential Information we may disclose to you and not disclose it to any third party.

You are responsible for ensuring that your Confidential Information, and that of any of your employees, remains secure within the Space and through your use of the Portal. We will not be liable for any unauthorised disclosure of your Confidential Information, unless such disclosure occurs as a result of a breach of our confidentiality obligations to you.

We make no representations about the security of our internet connection, and you must take reasonable security measures (i.e. encryption) as are necessary for your business or enterprise.

Entry to the premises will be by an individually allocated code. Codes are not transferrable and must and at the end of your Membership they will no longer be available. To ensure security in the Space you must not reveal your code to any other person, and you must notify us immediately if it is forgotten or you believe it has been misused.

## 8 Liability and Insurance

We maintain a public liability insurance policy that covers the Space and we carry our own contents insurance. Our contents insurance does not extend to Your Property or the property of your guests. You should make your own insurance arrangements to ensure that Your Property and any other liabilities are covered, including public liability and meeting any State or Territory workers compensation insurance requirements.

Our staff oversee the space during our normal business hours (7am-7pm, Tuesday to Sunday, excluding public holidays), however we do not accept responsibility for loss or damage to any of Your Property left unattended or unsecured in the space.

Our liability to you for breach of these Terms will be capped at an amount equal to the Fees that you have paid in the 1 month prior to the claim arising. We will not be liable for any indirect or consequential loss, including any loss of actual or anticipated business, income or loss of opportunity.

You will indemnify us for any loss incurred by us or any claim against us resulting from a breach of you by these Terms or any action of your employees or guests you bring into the Space.

## 9 Elements Beyond Our Control

Sometimes events happen that are out of our control. These include things like strikes, lock outs, accidents, war, fire or the delay or failure in manufacture, production, or supply by third parties of equipment or services. Such events may prevent us from providing you with access to the Space; providing the Services in whole or in part; or may prevent you from performing your obligations under these Terms. In such cases both parties agree that the other party will not be liable for any delay or failure in performing their obligations. Either party may terminate the Membership if the delay or failure continues for a period of 30 days or more.

## 10 Privacy

We are committed to maintaining the confidentiality and security of your personal information and managing it in an open and transparent way. We take our obligations under the Privacy Act 1988 and the Australian Privacy Principles very seriously and have implemented practices, procedures and systems to ensure we comply with those laws. You can access our privacy policy at [www.HubAustralia.com/privacy](http://www.HubAustralia.com/privacy) or request a hard copy from us.

## 11 Definitions

In these Terms, the following definitions apply:

- Deposit means the deposit equal to one month's Fees, payable to us prior to commencing your Membership.
- Fees means the fees specified on the Website as applicable to your Membership, as may be varied by us from time to time in accordance with clause;
- Member means a person granted Membership by us;
- Membership means the membership level selected by you;
- Minimum Notice means the minimum period of notice to terminate your Membership, as selected by you;
- Our Property means any furniture, equipment, documents or other property in the Space that is owned or controlled by us;
- Policies mean any of our codes of conduct, policies and procedures accessible on the Portal or otherwise made available to you, as added or amended by us from time to time;
- Services means the services included in your Membership as identified on the Website, as updated and amended by us from time to time;
- Space means the buildings and facilities where our office space and rooms are located at the address listed on the Website.
- Your Property means any equipment, documents, property or possessions that you bring into the Space.
- Website means our website located at [www.coomungahouse.com.au](http://www.coomungahouse.com.au).

*\* I confirm that I have read, understood and accept the Terms and Conditions.*

*\* I understand that this request form is not confirmation of my bookings. (Please note that you may expect to be notified within 3-5 working days if your request has been approved.)*

*\*Questions - please contact Coomunga House with any questions before signing.*

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_