

MEMBERSHIP TERMS AND CONDITIONS

1. Co. Habitat Co-Working Space is a registered business and trading entity of JPR Capital Pty Ltd (ABN 83 665 524 505).
2. These terms and conditions govern your membership with Co. Habitat, which is not transferable. From time to time, we will implement policies and procedures designed to improve and regulate use of the premises and/or ensure safety.
3. The Member (here by referred to as You) agree to abide by those policies and procedures at all times and are responsible for ensuring that any of your clients, agents, visitors (**your Guests**) do likewise.
4. Co. Habitat is a shared office environment for professionals. You agree to be respectful and considerate of other users of the space. You must not engage directly or indirectly in any form of sexual harassment or discrimination of others. Threatening or offensive language or behaviour or excessive noise is prohibited.
5. You are responsible and liable for the acts of your Guests and must ensure they do not engage in such conduct. We reserve the right remove offenders from the premises and suspend or cancel your membership immediately if you, or any of your Guests behave in such manner.
6. Co. Habitat is a collaborative workspace. You may be working in close proximity to individuals or organisations that compete with your business. Sensitive information may be overheard. It is your responsibility to ensure that any obligations you have regarding privacy or confidentiality are adhered to. You agree to respect the right of privacy and confidentiality of other members and must also ensure your Guests do likewise. We will not be liable for any such breach, alleged breach or complaint.
7. Members staff are not guests and are limited by the type of membership held by their employer. Where the employer holds a Multi-Day Desk membership, staff will count towards the weekly total in all cases except for when they are entering directly for the purpose of a meeting in a designated room.
8. Multi-Day Desk Membership entitles you to use the space **Monday to Friday** (excluding public holidays and Christmas-New Year's break) and between the hours of **8.30am to 5.00pm**. This clause does not apply to Permanent Office, Semi-Private Office, Permanent Desk or Virtual members.
9. Permanent Office, Semi-Private Office, Permanent Desk Membership allows access to our space 24/7.
10. Virtual membership authorises the use of our commercial address to locally operating businesses. It does not provide access to physical office space.
11. Virtual Membership requires evidence of local residency by an employee prior to the approval of any Virtual Membership.
12. You agree to use the space fairly and reasonably and strictly in accordance with your type of membership. You are to limit the number of guests you bring into the space, having regard to our other members. Excluding meeting room bookings, two (2) guests for up to two (2) hours is reasonable and permitted. If any meeting you wish to have will involve more than three (3) people (including you), then you are required to book a meeting room. The term 'space' refers to the common areas and property, excluding Hot Desks, Private/Semi-Private Offices, Meeting/Boardrooms/Training Rooms and Conference Room. Exceptions to this will be reasonably tolerated on a case-by-case basis and only where explicit approval has been given by Co. Habitat.
13. Access to Hot Desks is done so in accordance with Membership level. Staff or guests of Members making use of Hot Desks, regardless of time, count towards the weekly total. Where Hot Desk access is utilised beyond the permitted amount, additional fees will be applied in line with the advertised amount on our website.
14. You are granted access to Meeting Room, Boardrooms, Classroom, Podcasting Room, Video Conference Room and Therapy and Consulting Room as per the terms and limitations of your membership level. Booking is essential. Where a booking is created in excess of the meeting room hours included in your membership structure, a fee of \$60/hour (or part thereof) will be applied to your next month's billing. Continual bookings after this point will be charged at the advertised price as listed on our website.
15. Access to Conference Room is included as part of any membership agreement. Booking is essential with access being granted based on availability, cost of hire will be included on the first invoice due post booking.
16. We provide members with a kitchen facility and limited appliances (refrigerator, microwave, coffee machine etc.), other items of office equipment (photocopier and printer) and bathroom facilities (**the Common Property**). We will ensure the Common Property is maintained and kept in good condition.
17. You will not not attempt to, assign, mortgage, pledge, sell, charge, encumber, sublet, re-hire, part with possession of, licence or otherwise dispose of or deal with or permit to exist any lien or other encumbrance over the Common Property or the premises or any part thereof.
18. But for a one-off day space and subject to any fixed term which might be negotiated with Co. Habitat, your membership is continuous month to month. Initial invoice is due at acceptance of membership. Your membership carries with it only a licence to use the space and the premises. The licence is revocable at our election. Nothing in this agreement entitles a member to exclusive possession to the space, the premises or any part thereof.
19. Where fixed term membership is selected, a member is not entitled to change or alter this agreement during said term. Where additional or different services are needed, a separate agreement is required.
20. Membership is deemed to have commenced after acceptance of your membership application and access to space being granted. Where you elect to move in more than a month after membership application, your commencement date will revert to the initial date of acceptance with subsequent invoices being due each month from that date on.
21. Where a fixed term is selected at time of application, a one-off extension may be requested if necessary. Further extension beyond this period will result in membership defaulting to month to month with standard two-month cancellation requirement.
22. Membership fees are payable monthly (having due regard to the commencement date of your application) and in advance, without any set-off or deduction for any reason. Your first month's fees are payable on our acceptance of your application. Monthly GST-compliant invoices will be issued up to 7 days prior to the due date.
23. Where you have nominated a direct debit from a bank account for payment of your fees, you are responsible for ensuring that sufficient funds are kept in that account to enable the successful debit of fees each month. If the transaction is rejected for any reason, you will be liable for any reasonable costs we incur in recovering the debt.
24. Any direct debit agreement will be set three days prior to fees being due to allow time for settlement prior to invoice due date.
25. At the acceptance of your application, you will be provided with a PIN to access the printer. Printing costs will be applied to your next month's invoice. Cost of printing is charged at a per page rate for colour or mono and is subject to change in accordance with Clause 27 of these Terms and Conditions.
26. Interest may accrue on any overdue membership fees at the rate of 10% per month, calculated from the due date to the date of payment. We may, in our sole and absolute discretion, apply payments made by you in satisfaction of interest first, and then to the balance of overdue monies.
27. We regularly review our fees. They are subject to change without the need for us to give you prior notice of any change. However, notice of one month (minimum) will be given where possible. Where the fee is increased during the month, the new rate will not be payable until the start of the following month's billing cycle.
28. We may terminate your membership at any time and for any reason however we will only terminate your membership after providing written notice that you are in breach of this Agreement, and you have not rectified such breach within a reasonable period of time of receiving such notice (such period of time will not be less than 1 month). If your membership is terminated for our convenience, you will be entitled (at our discretion), to a refund for all or part of any fees paid for the month in which the termination occurred. If your membership is terminated because you fail to pay any fees when due or you otherwise fail to act in accordance with these terms and conditions, you hereby agree that no refund will be payable by us to you.
29. You may also terminate your membership for convenience, but you acknowledge and agree that two (2) months' prior notice is required to be given to us, otherwise a fee will be payable. Such fee will be the sum of the difference between the number of weeks' notice given and the number of weeks required to have been given, calculated having regard to your type of membership.
30. Upon termination, all amounts you owe to us will be immediately due and payable in full, without any set-off or deduction for any reason and we are entitled to exercise any and all of our rights hereunder.
31. We give no warranty or make any representation about the security of our internet connection. You must take reasonable security measures (e.g., virus protection, encryption) as are necessary for your business.
32. You are prohibited from using our network to download or upload obscene, offensive or illegal material or engage in any unauthorised or illegal activity including, without limitation, hacking, fraud, cyber-bullying, or buying or selling illegal goods.
33. We give no warranties or make any representation that the space applied for is suitable for your purposes. By submitting this application to us, you acknowledge that you have inspected the premises (or had the opportunity to do so) and that they are suitable for your intended purposes.
34. You will be liable for any costs associated with damage caused to the Common Property by you or your Guests, or to the premises generally.
35. You indemnify and forever hold us harmless for any injury you or any of your Guests may suffer (to person or property) arising out of their use of the Common Property, the space or the premises generally, except where such injury or damage is caused or contributed by our negligent act or omission.
36. You are liable for the safe keeping and custody of any property that you bring into the space or the premises. We will not be liable for any loss, theft of or damage to your property. You must ensure that any of your electrical equipment has been inspected and tested (as necessary) and is otherwise safe to use.
37. We maintain a public liability insurance policy that covers the premises, and we carry our own contents insurance. However, 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 but not limited to public liability and any workers' compensation insurance.
38. Sometimes events happen that are out of our control. They may include, but are not limited to, blackouts, brownouts, strikes, lockouts, accidents, ware, 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 the space or the premises (in whole or part). We will not be liable for any such events or any consequent inability or delay arising directly or indirectly from such an event. If the delay or failure continues for more than sixty (60) days, you may terminate your membership and no fees will be charged by us. Where such events result in a forced closure of Co. Habitat, preventing the business to operate as normal, members will be offered the ability to suspend payments until such times as business can resume as normal. Co. Habitat retains the

right to determine whether or not the space is usable and open for business for its members acting reasonably.

39. Members are able to suspend membership without penalty only when Co. Habitat has deemed the space unusable and all current membership fees already owed are current and paid in full. Members are not entitled to a suspension of membership for reasons including but not limited to travel restrictions, health, pandemics (where access to space is still available) or localised flooding.
40. We will not be liable to you in any way, to the maximum extent permitted by law, in respect of the supply of the space and the premises or any act or omission of our servants, employees, agents or subcontractors, whether such acts and/or omissions are negligent or otherwise, which causes or may cause you any loss or damage howsoever and whatsoever.
41. In the event any loss or damage is suffered by you howsoever (whether to person or property or otherwise), you forever hold harmless and hereby indemnify us for any and all such loss and/or damage. Notwithstanding this clause, if we are found to be liable for any loss and damage sustained by you, then our liability is limited and capped at an amount equal to three (3) month's fees applicable to your membership. We will not be liable for any indirect or consequential loss or damage, including any loss of actual or anticipated business, income or loss of opportunity.
42. Nothing herein is intended to exclude, restrict or modify rights which you may have under the *Competition and Consumer Act 2010* or any other legislation which may not be excluded, restricted or modified by agreement.
43. You will be in default of your membership if you breach these terms and conditions, or payment of membership fees has not been received by us by the due date for payment or if you, being an individual, commit an act of bankruptcy or being a corporation, becomes insolvent, externally-administered, or fails to satisfy any statutory demand issued or has a winding up application filed against you.
44. You agree and acknowledge that all costs, expenses and disbursements (including but without limitation, debt collection agency fees, legal costs calculated on an indemnity basis) we incur in exercising our rights hereunder, are monies due and payable by you to us and may be recovered by us from you as a liquidated debt in a court of competent jurisdiction.
45. A signed certificate from us stating the amount of the monies owed from time to time or any other matter or fact, is proof of the amount of monies owed or other matter or fact as at the date stated in such certificate, unless you prove to the contrary.
46. If any part of these terms and conditions or any related document is or becomes void or unenforceable, that part is severed so that all parts which are not void or unenforceable remain in full force and effect and are unaffected by the severance.
47. Our failure to exercise any right or power herein does not operate as a waiver and a partial exercise of a right or power does not preclude any further exercise of the right or power.
48. These terms and conditions are governed by laws of the State of Queensland, and you submit to the jurisdiction of the courts at Townsville in respect to all disputes and other matters arising as between us in respect to your membership.
49. Our relationship is licensor and licensee only. Nothing herein is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose. Neither party is authorised to or has the power to obligate or bind the other party in any way.
50. Co. Habitat reserves the right to amend these Terms and Conditions at our absolute discretion and will provide written notice to all members of any changes made.
51. A \$50 deposit is required for each key issued. This will be refunded in full upon the return of keys once membership has been terminated and once all other monies owed have been paid.
52. By agreeing to these terms and conditions you give Co. Habitat permission to contact you via electronic mail regarding events, promotions and other matters of business.