

# 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) (hereby referred to as **We/Us**).
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/Your**) 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. Your 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 closure) 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.
12. You agree to use the space fairly and reasonably and strictly in accordance with the type of membership you ticked in the Membership Application (**Membership Type**). 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 Type. Staff or guests of other 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 Type. 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 not included as part of any Membership Type. 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 you 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 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. Where monthly membership is selected, you acknowledge and agree that your member is continuous on a month-to-month basis, and where you seek to terminate the membership, must be terminated in accordance with these terms and conditions. You acknowledge that the initial invoice is due upon written notification that your Membership Application has been accepted (**the Acceptance Date**).
19. Where a fixed term membership is selected, you are not entitled to change or alter this agreement from the Acceptance Date and the End Date in the Membership Application (**the Term**). A one-off extension to the Term may be requested if necessary. Any extension that concludes more than 2 months after the expiry of the Term will result in membership defaulting to month to month and all terms herein applicable. Where additional or different services are required, you will be required to enter into complete a new Membership Application.
20. Nothing in this agreement entitles a member to exclusive possession to the space, the premises or any part thereof.
21. Membership is deemed to have commenced on the Acceptance Date or the date you are provided access to the space whichever is later (**Commencement Date**). Where we contact you confirming access is available, it will be deemed that you have been provided access to the space.
22. You will be charged fees based on the membership type selected in the Membership Application (**Membership Fee**), which are payable monthly and in advance, without any set-off or deduction for any reason. Your first month's Membership Fee is payable on the Commencement Date. Thereafter, monthly invoices will be issued up to 7 days prior to the anniversary of the Commencement Date, or in accordance with clause 23.
23. Where you begin utilising the space within the first month of your membership but following the Commencement Date (**Occupation Date**), we may afford you a Membership Fee free period and issue future invoices from the Occupation Date, as determined by us.
24. Where you have nominated a direct debit from a bank account for payment of your Membership 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.
25. Any direct debit agreement will be set three days prior to fees being due to allow time for settlement prior to invoice due date.
26. on the Acceptance Date, 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.
27. Interest may accrue on overdue membership fees at a rate equal to the Reserve Bank of Australia cash rate plus 6% per annum, calculated daily on any amount outstanding until payment is received in full. This rate represents the administrative and financing cost associated with late 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.
28. We regularly review our Membership Fees. We will provide at least 14 days' written notice before any change to Membership Fees takes effect. During this notice period, you may choose to terminate your membership without penalty before the change becomes effective. Continued use of the membership after the effective date will constitute acceptance of the change. 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.
29. We may terminate this Agreement if you materially breach these Terms and fail to remedy that breach within 14 days of written notice. 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.
30. Either party may termination for any reason providing 60 days notice via the prescribed 'Termination of Membership' Form (annexed to these terms and conditions). Where you fail to give us 60 days notice, you will be required to pay the fees that would otherwise have been payable for the notice period (Payment in Lieu).
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. We will maintain a Public Liability Insurance for the premises and contents insurance for the Common Property; however, you are responsible for maintaining your own insurance as required for your occupation of the premises, your property and any other necessary insurance such as but not limited to public liability and any workers' compensation insurance.
39. 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 Membership 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.
40. You 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. You 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.
  41. To the maximum extent permitted by law, we are not liable for any loss, damage, or expense arising from or in connection with your use of the premises or the supply of space, except to the extent such loss, damage, or expense is directly caused by our negligence, act, or omission, or that of our employees, agents, or subcontractors. Nothing in this clause is intended to exclude, restrict, or modify any rights you may have under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)).
  42. You agree to indemnify and hold us harmless against any loss or damage suffered in connection with your use of the premises or space, except to the extent that such loss or damage arises directly from our negligence or breach of this agreement. If we are found to be liable for any loss or damage, our liability is limited, to the extent permitted by law, to an amount equal to three (3) month's membership fees applicable to your membership. We are not liable for any indirect, consequential, or special loss or damage, including loss of profit, business, or opportunity. This limitation does not apply to any liability which cannot be lawfully excluded under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)), including guarantees relating to the supply of services.
  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. Any dispute arising under or in connection with this Agreement must first be the subject of good-faith negotiations or mediation between the parties for at least 14 days before either party initiates court proceedings, other than for urgent interlocutory relief.
  47. 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.
  48. 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.
  49. 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.
  50. The relationship between the parties 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.
  51. In addition to the variations to fees under Clause 27, we may amend these Terms by providing you with at least 14 days' written notice of any proposed change. The notice will specify the effective date of the amendment and a summary of the changes. If you do not agree to the amendment, you may terminate your membership prior to the effective date without penalty. Your continued use of the membership after the effective date will constitute your deemed acceptance of the amended Terms.
  52. Except by way of Clause 27 and Clause 50, the parties agree that no variation or amendment to the type of membership is valid unless a completed 'Change in Membership' form is signed by both parties.
  53. 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.
  54. 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, unless your otherwise opt out in writing.
  55. All prices quoted by the Supplier are **inclusive of Goods and Services Tax (GST)** unless otherwise stated. The Customer agrees to pay the total price, including GST, applicable to the goods and/or services supplied. Where GST is payable, the Supplier will issue a valid tax invoice in accordance with the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
  56. All prices quoted are inclusive of Goods and Services Tax (GST) unless otherwise stated. You agree to pay the total price, including GST, applicable to the goods and/or services supplied. Where GST is payable, we will issue a valid tax invoice in accordance with the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
  57. You may not assign or transfer your membership without our prior written consent, which will not be unreasonably withheld. We may assign or transfer our rights under this Agreement upon written notice to you.
  58. We will handle your personal information in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy
  59. This Agreement constitutes the entire agreement between the parties with respect to your membership and supersedes all prior agreements, representations, negotiations, or understandings, whether written or verbal. No party has relied on any statement or representation not expressly set out in this Agreement.