

MEMBERSHIP TERMS AND CONDITIONS

INTRODUCTION

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, together with your Membership Application (the **Agreement**). From time to time, we will implement policies and procedures designed to improve and regulate use of the premises and/or ensure safety. You acknowledge and agree to always abide by this Agreement and any policies and procedures and that you are responsible for ensuring that any of your clients, agents, visitors (**your Guests**) do likewise.
3. In this Agreement, **You/Your** means the Member, their employees, contractors, Authorised Person and invitees.
4. Co. Habitat is a shared office environment for professionals. You agree to be respectful and considerate of other users of the space.
5. 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.

MEMBERSHIP

6. Membership Types are entitled to the following access and provisions:
 - a. 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 Private Office, Semi-Private Office, Permanent Desk or Virtual Members.
 - b. Private Office, Semi-Private Office, Permanent Desk Membership allows access to our space 24/7.
 - c. Virtual Membership authorises the use of our commercial address to locally operating businesses. It does not provide access to physical office space. Virtual Membership requires evidence of local residency by an employee prior to approval.
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, your 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. You acknowledge and agree that:
 - a. You are required to use the space fairly and reasonably and strictly in accordance with the type of Membership you ticked in the Membership Application (Membership Type).
 - b. 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.
 - c. 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.
 - d. Breakout rooms are provided for short-term collaboration and informal use. Where You or Your Guests establish yourselves in the breakout rooms, or any other part of the space, for the purpose of working rather than at a Hot Desk, that use falls outside the permitted guest allowance and counts towards your weekly total where you hold a Multi-Day Desk Membership. We may, acting reasonably, apply a charge for that use in line with the advertised Hot Desk rate on our website.
 - e. You are granted access to Meeting Room, Boardrooms, Classroom, Podcasting Room, Video Conference Room and Therapy and Consulting Room in accordance with 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 \$75/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.
 - f. 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.
 - g. In exchange for us providing 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), you are responsible for any damage caused by You or Your Guests.
 - h. 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.
 - i. You are required to be mindful of others within the premises and are not permitted to pollute the space with excessive noise.

9. The Membership is on a month-to-month basis and continues until terminated in accordance with this Agreement. If you request additional or different services, you acknowledge that you will be required to complete a new Membership Application.

TERMINATION

10. We may terminate your Membership by written notice if you breach this Agreement, including where you commit more than 2 breaches, that have been notified to you in writing, of any obligations in this Agreement or our policies and procedures.
11. Where the breach is capable of remedy, we will give you at least 14 days' written notice to remedy the breach. If the breach is not remedied within 14 days, we may terminate this Agreement effective immediately. On any such termination you will remain liable for, and must pay, an amount equal to two (2) months' Membership Fees (the **Default Amount**).
12. We may terminate your Membership effective immediately by written notice if You, Your Guests, employees, agents or contractors commit a serious breach. A serious breach includes but is not limited to:
 - a. 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;
 - b. repeated malicious or vindictive behaviour towards another Member;
 - c. wilfully publicising confidential or sensitive information inadvertently obtained as a result of the use of the Premises;
 - d. engage directly or indirectly in any form of sexual harassment or discrimination of others.
 - e. use threatening or offensive language or behaviour towards other members, Guests, Us or any person at the premises; or
 - f. an act of insolvency, bankruptcy or entering into an agreement under the Bankruptcy Act.
13. Either party may terminate this Membership for any reason (termination for convenience). If either party terminates in accordance with this clause, they must give the other party 60 days' written notice. The Member must give notice via the prescribed 'Termination of Membership' Form (annexed to this Agreement). 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). Where we give notice under this clause, you may bring this Agreement to an end earlier by written notice to us specifying your last day of use of the Premises, and no Membership Fees are payable in respect of any period after that date.
14. Upon termination, any 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.

MEMBERSHIP FEES

15. Your invoice for the first month (Initial Invoice) is payable upon written notification that your Membership Application has been accepted (the Acceptance Date). The date on which you first take occupancy of the space is the Commencement Date.
16. 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 due on the Acceptance Date.
17. Where you begin utilising the space within the first month of your Membership but following the Acceptance Date, we may afford you a Membership Fee free period and all future invoices will be issued 7 days before the anniversary of the Commencement Date, and due on the Commencement Date, as determined by us. In the event You do not occupy the space prior to the first anniversary of the Acceptance Date, or we do not afford a Membership Free period, all future invoices will be issued 7 days before the anniversary of the Acceptance Date, and due on the Acceptance Date.
18. 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.
19. 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.
20. Any direct debit agreement will be set three days prior to fees being due to allow time for settlement prior to invoice due date.
21. Upon receipt of payment of your Initial Invoice, 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 this Agreement.
22. 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.
23. 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.
24. 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).

INDEMNITY AND LIABILITY

25. In addition to clause 8(g) you will be liable for any costs, expense or loss incurred by us as a result of your act, negligence or omission by you or your Guests that results in damage to the Common Property, or to the premises generally.
26. You warrant that each person who signs the Membership Application is duly authorised to do so on behalf of the Member. Where it is determined that a person who signed did not have that authority, that person is personally bound by this Agreement as if named as the Member, and is personally liable to us for the remaining Term and indemnifies us against, any loss, cost, damage or expense we incur as a result.
27. 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.
28. Sometimes events happen that are out of our control. They may include, but are not limited to, blackouts, brownouts, strikes, lockouts, 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 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 from the date the written notice of termination is received. Where such events result in a forced closure of Co. Habitat, preventing the business to operate as normal, you will be offered the ability to suspend their Membership Fees until such times as business can resume as normal. You will only be entitled to suspend your Membership without penalty when Co. Habitat has deemed the space unusable and all current Membership fees already owed are current and paid in full. For the avoidance of doubt, 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), localised flooding, or personal leave. Co. Habitat retains the right to determine whether or not the space is usable and open for business for its members acting reasonably.
29. 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. You agree to indemnify and hold us harmless against any loss or damage suffered by You, Your Guests, employees or agents 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, cost, expense or damage, our liability is limited, to the extent permitted by law, to an amount equal to three (3) months' 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 to the Competition and Consumer Act 2010 (Cth)), including guarantees relating to the supply of services.
30. You will be in default of your Membership if you breach this Agreement, 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.
31. 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.
32. 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.

GENERAL

33. You are not permitted 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 otherwise encumbrance in respect to this Agreement, the Common Property or the premises or any part thereof.
34. You are not permitted to 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.
35. Nothing in this agreement entitles you to exclusive possession to the space, the premises or any part thereof.
36. We give no warranty or make any representation:
 - a. about the security of our internet connection. You must take reasonable security measures (e.g., virus protection, encryption) as are necessary for your business; or
 - b. 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.
37. 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 or proceedings by us to recover unpaid Membership Fees or other money due.
38. 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.

39. This Agreement is 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. If any part of this Agreement 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.
40. 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.
41. By executing this Agreement, you give Co. Habitat permission to contact you via electronic mail regarding events, promotions and other matters of business, unless you otherwise opt out in writing.
42. We will handle your personal information in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy.
43. We may also amend this Agreement (not only the Membership Fees) by giving you at least 14 days' written notice specifying 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 before the effective date without penalty, and your continued use of the Membership after that date will constitute your acceptance of the amended Agreement. Other than a change we make under this clause, any variation or amendment to the type of Membership you hold is valid only if a completed 'Change in Membership' form is signed by both parties.
44. 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.
45. To the extent that any of this Agreement is, or would but for this clause be, an unfair contract term within the meaning of the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)), that term is to be read down or varied only to the extent necessary so that it is not an unfair contract term, and otherwise continues in full force and effect. If the term cannot be read down or varied to that extent, it is severed in accordance with clause 39 and the remaining clauses are unaffected.