

# The Workery

## Terms and Conditions

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These are the terms and conditions on which The Workery offers access to its co-working space. The terms “us”, “our”, or “we” refers to The Workery (ABN 89 165 160 396), and the terms “you”, “your”, “user”, or “member” refers to anyone accessing the co-work space. The Premises means Level 1, 6 Riddell Parade Elsternwick Victoria. A reference to “space” means the area of the Premises that you book and might be a Desk, Private Office or Meeting Room.

### Acceptance

1. The offer for you to work at the Premises is conditional upon your acceptance of these Terms and Conditions (Agreement) which will form the agreement between us and you when you make a booking. If you do not agree with this Agreement you must not proceed with making a booking.
2. This Agreement commences upon the date you make your first booking and continues for each subsequent booking unless terminated.

### License to you

3. The Workery is leasing the Premises and is authorised by the Landlord to enter into this Agreement with you. The Workery grants you the right to access the Premises and use a space by way of licence to you on the terms and conditions in this Agreement.

### Memberships

4. Memberships are granted at our discretion.
5. You are entitled to the inclusions described in the membership type that you purchase.
6. You can change your membership (upgrade or downgrade it) by advising us prior to the next monthly period.

### Term

7. This Agreement governs each booking made by you.
8. You may use the space for the period that you have booked.
9. Private Office memberships are subject to a minimum term of 3 months, after which time the membership will be monthly.
10. Desk bookings are to be used within one week and any unused time is forfeited. Bookings do not accumulate to the following week.

### Accessing and Using the space

11. We do not provide administrative or reception services.
12. A community manager is present daily at the Premises to assist you with any queries or issues that arise with the Premises.
13. Mail will be collected and distributed if this service is included in your Membership.
14. We do not sign for courier deliveries on your behalf. If you are having an item delivered to the Premises it is your responsibility to ensure that there is someone to collect it. Items delivered and left at the Premises unattended are at your own risk.
15. You agree to:
  - (a) Use the space for office-based business only.
  - (b) To follow any guidelines issued by us from time to time in relation to the space.
16. You are entitled to:
  - (a) Access the Premises between 8.00am and 6.00pm Monday to Friday if you are a casual or part-time member or any time if you are a full-time or private office member.

- (b) Display the signage provided by us on office doors and on the logo board at the entrance of the Premises.
- (c) Bring in your own furniture for Private Office use, subject to having our approval of the furniture that you bring into the Premises.
- (d) Put things on the walls in Private Offices if there is no damage caused to the walls.
- (e) Use any facilities and consumables provided by us, in accordance with our reasonable use guidelines.

17. You must:

- (a) Ensure that noise is kept to a minimum, and you do not disturb the enjoyment and use of the Premises by others.
- (b) Ensure that desks are left clean and clear after use.
- (c) Ensure that the Premises are kept in a clean and good state of repair.
- (d) Ensure rubbish is disposed of in the bins provided.
- (e) Wash your own dishes.
- (f) Grant us access to Private offices for maintenance or repairs, on the condition that we provide you with reasonable notice.
- (g) Ensure that the lights and air-conditioning / heating is turned off and the front door is secured behind you if you are the last to leave the Premises.

18. You must not:

- (a) Share single desk bookings. Only one person may use the desk under a booking.
- (b) Share desks, desks can only be used by one person at a time.
- (c) Attach nails, screws or any fittings or fixtures to any part of the Premises without our consent.

### Using meeting rooms

- 19. Meeting rooms are available to you for no extra cost.
- 20. Meeting Rooms must be booked through our online booking system on the Website.
- 21. You must cancel your booking if it is no longer required.
- 22. Meeting room use is subject to our 'reasonable usage' guidelines.
- 23. Meeting rooms must be left clean and tidy and furniture in the configuration it was in, when you entered the room.

### Visitors

- 24. You are welcome to bring Visitors to the Premises. There is no sign in requirement for Visitors.
- 25. Visitors should not be left unattended on the Premises.
- 26. Members are responsible for ensuring that Visitors comply with this Agreement and any guidelines whilst at the Premises.
- 27. The Member will be liable for any breach of this Agreement or the guidelines committed by a Visitor as if the breach was committed by the Member.

### Security

- 28. You must keep all access codes, keys and fobs provided by us confidential and secure.
- 29. Access codes must not be disclosed to third parties, including other Members.
- 30. If you lose a key or key-fob or believe an access code has been compromised, you must notify us immediately.

### Fees

- 31. You agree to pay the Fees as displayed on our website from time to time.
- 32. You may be charged additional fees if you use the Premises more than the inclusions provided in your membership. The additional fees payable will be the difference in the amount between your membership type and the membership type that incorporates your actual level of usage.
- 33. Where additional fees apply to usage, or membership inclusions, we will give notice to you.

34. We reserve the right to increase fees at any time with 3 months' prior notice to you.

#### **Payment**

35. Casual Hot Desk bookings must be purchased up-front through our website.

36. Members will be invoiced on the first day of each calendar month.

37. Invoices must be paid within seven days of the date of the invoice.

38. We will provide one invoice to businesses that have multiple bookings.

39. We will only issue one invoice per office. If the office is shared by more than one business, it is the responsibility of the business named on the invoice to ensure that payment is made in accordance with these terms.

40. We do not suspend invoicing mid-month to accommodate absences.

#### **Overdue Payments**

41. Late payments will incur interest at a rate of 2% above the current penalty interest rate set under the *Penalty Interest Rates Act 1983* at the time of the default.

42. The Member agrees to pay any costs incurred by the Owner in connection with exercising, enforcing or preserving rights under this Agreement in connection with a default by the Member.

43. We reserve the right to suspend your access to the Premises if payment is overdue, regardless of whether a formal demand has been made.

#### **Suspending or Transferring memberships**

44. Memberships purchased monthly cannot be suspended or placed on hold during the month.

45. To retain your desk during an absence you will need to continue your membership.

46. Alternatively, you must cancel your membership and re-commence the membership upon your return, however we cannot guarantee that you can re-book the same space.

47. Memberships cannot be transferred to another party.

#### **Your belongings**

48. We provide designated shelves for part-time members to leave small items.

49. Any property kept at the Premises is at your own risk. You are responsible for insuring any property brought to the Premises.

50. You must not bring any goods to the Premises that are hazardous, illegal, stolen, inflammable, explosive, harmful or a risk to the environment, any property or person.

#### **Liability and Indemnity**

51. The Member agrees that to the extent permitted by law, The Workery shall not be liable to the Member in any way for loss of business opportunity, loss of profit, loss of goodwill, loss of contracts, or damages payable by the Member in connection with accessing and using the Premises, this Agreement or the Member's property.

52. To the extent permitted by law, any amount that The Workery is liable to pay the Member under or in respect of this Agreement is limited to all amounts paid by the Member to The Workery under this Agreement in the preceding 12 months.

53. You agree to indemnify the Workery and to keep the Workery indemnified, from any damage, destruction, loss to property or injury to or death of any person resulting from or incidental to the use of the Premises by you or any person you bring onto the Premises.

54. The Workery does not have to have incurred any costs for the indemnity in Clause 52 to take effect.

#### **Disputes**

55. The Parties agree to attempt to resolve any dispute or claim arising in connection with this Agreement, in good faith, within seven days of the dispute arising.

56. If a matter cannot be settled in accordance with clause 54 above, it shall be resolved by arbitration in accordance with the ACIAC Arbitration Rules. The seat of arbitration shall be Melbourne, Australia. The language of arbitration shall be English. The number of arbitrators shall be one.

57. The decision of the person appointed to determine the dispute is final and binding on the Parties.

### **Termination**

58. This Agreement can be terminated by either party at any time by way of providing written notice to the other party as follows:

(a) 2 weeks' notice is required for desk members; and

(b) 30 days' notice is required for Private Office members, upon completion of the 3-month minimum term.

59. Memberships are monthly and cannot be terminated mid-month. The termination date will be the last day of the calendar month.

60. The Agreement may be terminated by The Workery immediately if the Workery ceases to be entitled to possession of the Premises.

61. The Agreement may be terminated by either party immediately if the other party, in the reasonable opinion of that party, commits a serious breach of this Agreement or the Guidelines.

### **General**

62. This Agreement shall be governed by and construed in accordance with the laws in the State of Victoria and the Parties submit to the jurisdiction of the Victorian Courts.

63. No failure or delay by a Party to exercise its rights under this Agreement will operate as a waiver of those rights.

64. If any clause, term or provision of this Agreement is legally unenforceable, that clause, term or provision will be severed or read down to maintain (as far as possible) all other terms of the Agreement.