



## TERMS AND CONDITIONS

The following outlines the terms and conditions (Terms) on which iHarvest Coworking Sunshine (we, our, us) grants Membership to the Member (you, your).

### 1. DEFINITIONS (In these Terms, the following definitions apply):

**Fees** means the fees specified on the Website as applicable to your Membership, payable to us prior to commencing your Membership.

**Member** means a person granted Membership by us.

**Membership** means the membership level 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 website or otherwise made available to you, as added or amended by us from time to time.

**Space** means the shared co-working space on level 4 of 301 Hampshire Road, Sunshine.

**Your Property** means any equipment, documents, property or possessions that you bring into the Space.

**Minimum Notice** means the minimum period of notice to terminate your Membership, as selected by you.

**Services** means the services included in your Membership as identified on the Website, as updated and amended by us from time to time.

**Space and Premises** means the buildings and facilities where our coworking space is located at the address listed on the Website including the shared kitchen facilities on Level 6.

**Website** means our website located at [www.iharvestcoworking.com.au](http://www.iharvestcoworking.com.au)

### 2. THE MEMBERSHIP

- 2.1 These Terms need to 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 us at [info@iharvestcoworking.com.au](mailto:info@iharvestcoworking.com.au) so we can try to address your concerns.
- 2.2 We will endeavour to provide the Services to the best of our ability. We value your feedback, and if we are not meeting your expectations please let us know so that we can try to find a way of addressing this.
- 2.3 Your Membership is personal to you. You may not transfer your Membership to someone else without us agreeing to it in writing first. Sharing a swipe pass with a non-member is strictly prohibited and is grounds for immediate cancellation of your membership. We can provide temporary access for guests upon request.

- 2.4 Employees of your organisation who are working under the same ABN are eligible for a 30% discount off the membership fee. (The discount applies to 3 employees from one organisation in addition to the full member)
- 2.5 You agree to comply with your obligations under these Terms, and with any additional obligations contained in any of our Policies. When your membership is accepted and before you use the Space, you will need to attend an induction session with the iHarvest Officer. Information on iHarvest Procedures and Policies will be communicated to you during your induction.
- 2.6 It is a condition of your membership that you follow the reasonable directions of the iHarvest Officer and all directions from Council staff in relation to building safety and security protocols.

### **3. THE SPACE**

- 3.1 The Space is a shared office and we ask that you consider other Members and use the Space 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 Space.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 You are responsible for making good or indemnifying us (and do hereby authorise us to charge you) for any damage caused to the Space or Our Property by you, your employees or your guests (excluding fair wear and tear).
- 3.8 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.
- 3.9 Your Membership entitles you to use of the space on Level 4 and access to the kitchen facilities and balcony area on Level 6 from Monday to Friday, 9am to 5pm (excluding public holidays). The meeting room on Level 6 is not available for users of the space.

### **4. USE OF THE SPACE**

- 4.1 Members must only use the Space for office purposes.
- 4.2 The kitchen facilities and balcony area on Level 6 are shared with all building staff and tenants and are not available as a work/meeting space between the hours of 12noon and 2pm.

- 4.3 Smoking is prohibited on the premises, including the balcony on Level 6, at all times.
- 4.4 Members must not conduct an auction or sale on the premises or use the premises for any medical or retail activities or other nature involving frequent use by or visits from members of the public.
- 4.5 Members may not use the premises address as their business mailing address. Mail received at the premises will be returned to the sender.
- 4.6 Members may not make any alterations or additions to, or put up any partitions or wall coverings on, any part of Space.
- 4.7 Members must not bring any explosive or flammable or corrosive fluids or chemicals into the Premises

## **5. MAKING CHANGES OR CANCELLING**

- 5.1 We may amend these Terms at any time by providing 1 months' written notice. If we choose to do so, we will inform you in writing. If you are unhappy with any proposed changes contact the iHarvest Officer and we will use reasonable endeavours to address your concerns.
- 5.2 You may change your personal and billing information and change or cancel your Membership by email. You must do this at least 30 days (Minimum Notice) prior to the day you require the change or cancellation to take effect.
- 5.3 We may cancel your Membership with immediate effect if you:
  - a) breach your obligations in clause 3.1
  - b) 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;
  - c) fail to pay the Fees, and such failure is not remedied within 14 days; or
  - d) 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.
- 5.4 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 clause 5.3, you shall remain liable for all Fees for the Minimum Notice period.

## **6. MEMBERSHIP FEES**

- 6.1 We will provide you with the Services in consideration for you paying the Fees in the manner identified in clause 6.2 below.
- 6.2 Unless otherwise agreed between us, we only accept payment of the Fees by automatic direct debit from a credit card nominated by you (Visa or Mastercard). The Fees are payable monthly in advance from your nominated account.
- 6.4 The Fees may be subject to review each financial year (July – June) at our discretion. You will be notified in writing 3 months prior to any increase in the Fees taking effect.
- 6.6 Unless you are notified otherwise, the Fees and any other prices referenced on our Website or otherwise communicated to you are quoted inclusive of GST.

## **7. MEETING AREAS, COWORKING SPACE AND PRINTING**

- 7.1 The meeting areas are available in the Space for use by Members based on availability and must be booked via the Website. Bookings may also be made by contacting the iHarvest Officer [info@iharvestcoworking.com.au](mailto:info@iharvestcoworking.com.au)
- 7.2 Meeting areas must be returned to the original condition it was in prior to the booking. Any damage to the fixtures and fittings, walls, doors or AV system will be charged back to the client.

- 7.3 Meeting areas can be booked in 1 hour appointments to a maximum of 3 hours during opening times (by arrangement with the iHarvest Officer). This condition is subject to change dependent on demand. Meeting bookings outside of opening hours are not available.
- 7.4 Members are expected to leave the coworking space they have worked in as they found it, and to remove personal items and rubbish.
- 7.5 Lockers are for members use while working in the space. We are not responsible for any property you leave behind in the Premises. It is your responsibility to ensure that you have retrieved all of your personal items prior to leaving.
- 7.6 Members are required to pay for all their printing whilst using the space. There is no charge for scanning.

## **8. SIGNAGE**

There is no provision made for member's signage in the space.

## **9. CAR PARKING**

Car parking is not provided for members. Please refer to our website for more information about parking and public transport in the Sunshine Town Centre.

## **10. FAIR USE BY MEMBERS**

- 10.1 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:
  - a) only use the Space for the number of days per month and during the times allocated to your Membership;
  - b) do not use the internet access provided for excessive downloads, streaming purposes or for any illegal purpose;
  - b) limit the number of guests you bring into the Space. Excluding meeting bookings, we consider that two guests for up to two hours is reasonable. To be fair to other Members, we may need to limit guest access in peak times. If additional guest access is required please talk to us to see what can be arranged;
- 10.2 Guests are required to register on the ground floor prior to entry to the space and wear the guest name tag at all times while in the space. For security reasons, we reserve the right to refuse entry to any guest that has not registered prior to entering the Space.
- 10.3 If your guests would like to work in the Space for all or part of the day, they are welcome to purchase a casual membership, or discuss other membership options by contacting the iHarvest Officer by phone or e-mail.
- 10.4 Guests must sign in at ground floor reception to comply with OHS and emergency procedure requirements.
- 10.5 Continued abuse of the fair use requirements in this clause 10 may result in the suspension or termination of your Membership.

## **11. TECHNOLOGY**

- 11.1 You will need to install eZeeep software onto your computer, tablet, mobile device or other electronic equipment in order to use the printer.
- 11.2 You must not use the internet access provided for excessive downloads, streaming purposes or for any illegal purpose. You hereby indemnify us against any liability associated with the misuse of our technology and internet systems by you, your employees or your guests.

## **12. SECURITY & CONFIDENTIAL INFORMATION**

- 12.1 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.

- 12.2. You are responsible for ensuring that your Confidential Information, and that of any of your employees, remains secure within the Space. 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.
- 12.3 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.
- 12.4 To ensure security in the Space you must not lend your swipe card to any other person, and must notify us immediately if it is lost or stolen. Access to the space outside of opening hours is not permitted unless you have received after-hours permission from the iHarvest Officer or are attending an iHarvest event or workshop.

### **13. LIABILITY AND INSURANCE**

- 13.1 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.
- 13.2 Our staff oversee the Space during business hours (9am-5pm, Monday to Friday, 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.
- 13.3. 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.
- 13.4 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.
- 13.5 Nothing in these Terms shall exclude or limit any rights or remedies you may have under the Australian Consumer Law (ACL), set out in schedule 2 of the Competition and Consumer Act 2010.
- 13.6 We are not liable for actions of other individuals. We do not control and are not responsible for the actions of other individuals using the Services at our Premises. You should be aware that other users or members may not be who they claim to be. We do not perform background checks on our users or members nor do we guarantee that our users' or members' profiles are accurate. We do not endorse, support or verify the facts, opinions or recommendations of our users or members.

### **14. THINGS OUT OF 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.

### **15. 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.iharvestcoworking.com.au](http://www.iharvestcoworking.com.au) or request a hard copy from the iHarvest Officer.