

# Terms and Conditions

The following Terms and Conditions govern the use of the Space made available by GPT Management Holdings Limited (trading as Space&Co.). These Terms and Conditions constitute a legal document that is an agreement between you and us. By accessing and using the Space, you agree to be bound by these Terms and Conditions.

## 1. Membership

- 1.1. You automatically become a Member once you have completed all Member registration details requested on the Website registration page, lodged your request for registration as a Member and paid the Membership Fee. By registering as a Member, you agree that these Terms and Conditions will govern your membership of the Space and access and use of the Space.
- 1.2. On and from the Start Date and in consideration of the Membership Fee, you will receive:
  - a) Membership to Space&Co.;
  - b) Subject to your selected Member Category, the Services; and
  - c) A non-exclusive licence to occupy the Space strictly for the use as a commercial office for the Term.
- 1.3. You acknowledge that:
  - a) you will occupy the Space as a licensee and that no relationship of landlord and tenant is created between you and us by this arrangement;
  - b) we retain control, possession and management of the Space and you have no right to exclude us; and
  - c) we shall be entitled at any time on giving reasonable notice to require you to transfer to a comparable area elsewhere within the Space.
- 1.4. If you use the Space more than you are entitled by your Member Category we may charge you extra hours at a rate of \$10 per hour plus GST. You may otherwise elect to upgrade your Member Category.

## 2. What you must pay us

- 2.1 You must pay us the Membership Fee and any other monies owed to us monthly in advance.
- 2.2 We will issue you a tax invoice for all payments due under your Membership on a monthly basis.
- 2.3 We will only accept payments by credit card or PayPal through the online payment system accessed through the Website.

- 2.4 The Membership Fee and any other fee payable under these Terms and Conditions may be subject to review each calendar year. You will be notified in writing at least 2 months prior to any increase
- 2.5 If you are late in paying us any money we may charge daily interest on it at a rate of 20% per annum from the day it was due.
- 2.6 Despite any other provision of these Terms and Conditions, if a goods and services tax or similar value added tax ("GST") is imposed on any supply made under or in accordance with these Terms and Conditions, the amount you must pay for that supply is increased by the amount of that GST.
- 2.7 If either you or we prove an error in any money charged, we must correct it and make any necessary adjustment in your next monthly statement (or as soon as possible if your Membership has expired).

### **3. Access**

- 3.1 A swipe card is needed by all Members to access the Space. The swipe card(s) must be returned to us at the end of the Term or upon cessation of your Membership.
- 3.2 The replacement of a lost swipe card or the failure to return a swipe card at the end of the Term will incur a fee payable by you to cover the cost of replacing the swipe card.

### **4. Meeting and event spaces**

- 4.1 Please understand these are shared resources for all members of the Space. You may need to book early to ensure they are available and we ask that you use them in a way that is fair to other members.
- 4.2 Premium rooms and event spaces are available at a discounted rate. A cancellation charge may apply if you do not advise us of changes to your booking within the time frames applicable to the meeting room or event space you book. Any cancellation fees will be outlined when you make your booking.

### **5. Maintaining the Space and your property**

- 5.1 You must keep the Space (including your workstation, private office or meeting room) clean and tidy and in good repair, order and condition. Any damage that you cause during your occupation of the Space will need to be paid for at the time of damage or upon inspection during the notice period at the end of the Term.
- 5.2 You must not alter the Space in any way or bring in your own equipment without our prior consent.
- 5.3 You must not do anything that is or may be dangerous, annoying or offensive or that may interfere with other occupiers of the Space.

5.4 You must conduct your business in a legitimate and professional manner.

## **6. You must have insurance**

6.1 You must keep current public liability insurance and you must provide us with evidence of this insurance upon our request. You should make your own contents insurance arrangements for your property. If required by law, must also keep current workers compensation insurance.

6.2 You occupy and use the Space at your own risk.

6.3 We maintain a public liability insurance policy that covers the Space and our own contents insurance. This insurance cover does not extend to you. We do not provide insurance against loss of business, loss of income or loss of opportunity.

## **7. You release and indemnify us**

7.1 You release us from any action, demand, cost, liability or loss due to any damage, cost liability or loss to or about the Space, except to the extent that we caused this by a negligent act.

7.2 You indemnify us against any action, demand, cost, liability or loss due to any damage, loss, injury or death, caused or contributed to by:

- a) your act, omission or negligence; or
- b) your use and occupation of the Space or the building except to the extent that we caused this by a negligent act or omission; or
- c) your breach of these Terms and Conditions.

7.3 Our liability for any loss, damage, expense or claim is limited to the amount of fees paid by you in the 12 months preceding the date on which the claim in question arises.

## **8. How you breach the agreement**

You will be in breach if you disobey any of the Terms or Conditions including (without limitation):

- a) if you do not pay us on time any part of the Membership Fee; or
- b) if you use the Space for any purpose other than as a commercial office.

## **9. If you breach the Terms and Conditions**

9.1 If you breach the Terms and Conditions, we must give you a notice requiring you to remedy the breach.

9.2 If:

- a) you breach the Terms and Conditions and do not remedy it as required or if your breach is in a way that is not capable of being remedied; or
- b) an order is made or resolution is passed to wind you up; or

- c) an administrator or receiver is appointed to you; or
- d) any act or event mentioned in section 461(1)(a) to (k) of the Corporations Act 2001 occurs in relation to you;
- e) then we may do any one or more of the following:
  - end the Membership;
  - recover from you any loss, cost, liability or damage we suffer due to your breach;
  - remedy the breach at your cost; or
  - exercise any of our other legal rights.

## **10. No assignment, transfer or sub-licence**

The Membership and the right to occupy the Space is personal to you. You must not assign, transfer, grant any sub-licence or part with or share possession of the Space or the rights granted to you under the Membership.

## **11. Rules**

The rules (which can be obtained from management upon request) govern the use of the Space and are part of these Terms and Conditions. We may change the rules as we think is necessary or desirable but any change must be for the good management of the Space.

## **12. You must obey the law**

You must obey any law that requires you to do anything concerning the Space or these Terms and Conditions.

## **13. When the Membership ends**

- 13.1 Notwithstanding any clause in these Terms and Condition we may at any time upon giving you at least 14 days' notice, end this Membership. If your Membership is terminated under this clause you will be entitled to a pro- rata rebate of the Membership Fee arising out of the termination, but no compensation.
- 13.2 You may end this Membership by providing us with no less than 14 days prior notice to the day you wish the Membership to end. The unused portion of your Membership Fee is non-refundable.
- 13.3 We may terminate this Membership immediately if any:
  - a) monies due to us remain unpaid for 14 days; or
  - b) breach is not remedied within 14 days of you being given written notice of such breach.
- 13.4 At the end of the Term or earlier upon cessation of your Membership, you must:
  - a) immediately vacate the Space;
  - b) return your access card; and

- c) make sure all your property is immediately removed. Anything left in the Space after the end of the Term or cessation of the Membership becomes our property and we may keep it, store it or remove and dispose of it at your cost.

#### **14. Variation or modification of the Terms and Conditions**

- 14.1 We may modify, add, or delete portions of these Terms and Conditions from time to time. If we do this, we will notify you of the changes made to the Terms and Conditions and will indicate the date these terms were last revised. We will also display the amended Terms and Conditions on our Website.
- 14.2 Any changes to the Terms and Conditions will become effective 7 days after the date we notify you of the changes. If you do not agree to abide by the Terms and Conditions, you are not authorised to use, access (or continue to use or access) the Space.

#### **15. Things Out of Our Control**

Either party from meeting these Terms and Conditions. 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. In such cases both parties agree that the other party will not be liable for any delay or failure to comply with these Terms and Conditions. We both agree that we will use reasonable endeavours to rectify any failure to comply as soon as possible following the event occurring.

#### **16. Confidentiality and privacy**

- 16.1 Respect is critical to our relationship. Any confidential information you give us, or we give you, remains confidential. We will not sell or give details about you to other organisations or marketing companies and ask that you do not share our information or the information of other Members without their consent.
- 16.2 When using the Space or dealing with other Members of the Space you must respect the privacy and legal rights of other Members. You must not disclose any confidential information made available to you through the Space.
- 16.3 Whilst we will endeavour to provide adequate measures of security in respect of confidential information or documents. We do not warrant or represent that whilst you are using the Space your information or documents will remain confidential or secure.
- 16.4 We are not responsible for any harm that you or any person may suffer as a result of a breach of your confidentiality or privacy in respect of your use of the Space.

## 17. Definitions

In these Terms and Conditions, unless contrary intention appears:

**Member Category** means either Connect, Casual, Everyday, Your Desk or Your Space.

**Member** means a person who signs up as a member to Space&Co. and accepts these Terms and Conditions.

**Membership** means a Member's rights under these Terms and Conditions to access the Space.

**Membership Fee** means the fee payable by you determined by the Member Category selected by you on the

**Website** as varied from time to time.

**Services** means the services described in Annexure A attached to these Terms and Conditions.

**Space** means the relevant premises you selected on the Website.

**Start Date** means the date that you register as a Member in accordance with clause 1.1.

**Term** means the period commencing on the Start Date and ending upon termination in accordance with clause 13 of these Terms and Conditions.

**Terms and Conditions** means these terms and conditions with any annexure, schedule and attachments, as varied from time to time.

**Website** means [www.spaceandco.com.au](http://www.spaceandco.com.au).

**We, Us, Our** means GPT Management Holdings Pty Ltd ABN 113 510 188 (trading as Space&Co.) and, where relevant, it includes our manager or agent that may be appointed by us from time to time, employee or any person we authorise.

**You, Your** means the Member, and where relevant includes your employee, agent or any person you allow on the licensed area or the building.

## Annexure A – Services

Membership Category	Access to Space	Open Plan Workstation	Private Office	Internet & Printing	Standard Meeting Room Bookings
<b>Connect</b>	5 days/month*	Day use	-	Yes	Yes
<b>Casual</b>	3 days/week*	Day use	-	Yes	Yes
<b>Everyday</b>	5 days/week*	Day use	-	Yes	Yes
<b>Your Desk</b>	Unlimited	Dedicated	-	Yes	Yes
<b>Your Space</b>	Unlimited	-	Yes	Yes	Yes

\* Weekdays only