

TERMS AND CONDITIONS

The following Terms and Conditions govern the use of the Premise made available by Higher Spaces Pty Ltd. These Terms and Conditions constitute a legal document and an agreement between you and us. By accessing and using the Premise, you agree to be bound by and comply with these Terms and Conditions. If you are a business that comprises more than one individual which accesses and uses the Premise, all such individuals shall be jointly and severally liable to observe and perform the obligations under these Terms and Conditions.

1. Membership

- 1.1. You become a Member once you have completed all Member registration details, have made the first month payment of the Membership Fee and a refundable deposit in advance in accordance with clauses 1.3 and 2 and receive confirmation of your membership from us. By registering as a Member, you agree that these Terms and Conditions will govern your Membership and access and use of the Premise.
- 1.2. On and from the Start Date and in consideration of the Membership Fee, you will receive: a)
Membership to Higher Spaces;
b) Subject to the selected Member Category; and
c) A non-exclusive licence to access, occupy and use the Premise strictly and solely for use as a commercial office for the Term.
- 1.3. For Full or Flex Memberships, you are required to pay a refundable deposit equivalent to one month of the Membership Fee upon membership confirmation. The deposit will be refunded to you no later than 14 days after termination of your Membership provided you have complied all your obligations under these Terms and Conditions, subject always to the deduction of any outstanding payments.
- 1.5 Flex Members are entitled to 12 days of desk access per calendar month. Unused allocations are not able to be carried over to the following month. Unused allocations are not transferable or refundable.
- 1.6 If you occupy and use the Premise for a period longer than or in excess of what you are entitled to under your Member Category, we may charge you additional fees equivalent to daily rate of \$45 (inclusive GST) per workstation. You may otherwise elect to upgrade your Member Category and pay the applicable Membership Fees.
- 1.7 Your Membership is subject to a minimum term of 1 month and will automatically renew at the end of each term unless either party gives the other written notice of termination at least 1 month prior to the end of the relevant term.
- 1.8 For memberships with a term contract, the renewal of the contract will be agreed by both parties in writing at least two months before expiry of the term contract.

2. Payment

- 2.1. For Full and Flex Memberships, you are required to pay the Membership Fees monthly in advance using credit or debit card or bank transfer.
 - a) In the event that you do not pay the total amount of your Membership Fee on or before due date, we have the right to request that you vacate the Premise within 7 days.
 - b) If by the 5th business day of the start of a new month you have not paid in full your Membership Fees, you will be charged a late payment fee. This fee will be \$27.50 (inclusive of GST).
 - c) You will pay a fee for any declined payments due to insufficient funds. This fee will be \$27.50 (inclusive of GST).
- 2.2 For daily or weekly Memberships of our work desks, you are required to pay at point of booking and prior to the scheduled period of use.
- 2.3 For the hire of meeting rooms and studio spaces, full payment is required prior to the date of use.

- a) Fees for pay-as-you-use services including use of meeting rooms and studio space shall be prepaid instantly upon booking of scheduled date. It is essential to make the prepayment on time to secure your room booking. We reserve the right to free up the room for any competing request or cancel your booking if the prepayment is not made by the due date. Confirmed and paid for bookings not taken up are non-refundable, non-transferable and non-redeemable.
 - b) A cancellation charge of 10% of the total meeting room or studio space booking amount will apply if full payment has already been made by you and that you advise us in writing of cancellation at least 10 business days of the scheduled date. If you advise us of cancellation of your booking less than 10 business days of the scheduled date, the cancellation charge will be 50% of the total room booking amount. We will refund you the balance of the payment after deduction of the cancellation fee.
 - c) If you do not wish to incur the cancellation charge, you have the option to hold the paid booking as a credit for an extended 3 months from the original scheduled date. If you do not redeem your credit within this time it will be forfeited.
 - d) Higher Spaces reserves the right to charge a refundable security deposit for use of meeting rooms and studio spaces.
 - e) Higher Spaces reserves the right to charge meeting rooms and studio spaces clients for over-stay hours in excess of the schedule booking hours.
- 2.4. Membership Fees and any other fees under these Terms and Conditions may be subject to review each calendar year. You will be notified in writing at least 1 month prior to any increase in Membership Fees coming into effect. If you do not agree with the increase in Membership Fees, you may terminate your Membership subject to clause 1.5, by giving us no less than 1 months' prior written notice and the increase in Membership Fees will not take effect.
- 2.5. If you benefited from a special discount, promotion or offer, we may discontinue that discount, promotion or offer without notice if you breach these Terms and Conditions or become past due on two or more occasions. On the renewal of an agreement these benefits will expire.
- 2.6. All credit card payments for memberships, meeting rooms and studio hire may incur a surcharge of 1.5%

3. Access

- 3.1. We are a self-managed space with no receptionist. All members using the Premise including customers who only book for use of meeting rooms and studio spaces will be allocated a unique door PIN code to access the Premise.
- 3.2. You must not share your allocated door PIN code with anyone, and violation of this clause 3.2 will be subject to formal actions by us.
- 3.3. You are required to keep the main entrance door securely closed and locked at all times upon exiting or entering the Premise. It is your responsibility to securely close the door behind you and ensure windows are closed when you leave the Premise. You are responsible for any liability, loss, damage or costs incurred by us arising from a failure to comply by this clause.
- 3.4. You are allowed to bring up to 2 guests to the Premise and they must be accompanied by you at all times and only for a maximum of 2 hours. Your guests are allowed to meet with you for short period discussions or meetings in common areas. Your guests are not entitled to use the work desks or meeting rooms unless they have paid for the appropriate charges prior to use. Any damage caused by your guests shall be your full responsibility to remedy at your cost. We have the right to take further actions at our discretion.
- 3.5. Our premise has a security alarm ON during stipulated hours which are subject to change upon notification to all members and clients. Members who plan to be at the premise during alarm ON hours need to inform Higher Spaces team in advance. Higher Spaces has the right to charge members and clients the security patrol despatch fee as a result of alarm being triggered by members and clients due to negligence.

4. Work desks, meeting rooms and studio spaces

- 4.1. Members are required to pre-select their preferred work desk seat via our website online booking system for any frequency of use (daily, weekly or monthly), failure to do so will mean that

members are not guaranteed a desk of their choice and will therefore have to sit wherever is available.

- 4.2. Members may use the meeting rooms up to 2 hours subject to availability of the meeting rooms with no more than 2 guests. Please understand these are shared resources for all Members. We request that you use them in a way that is fair to other Members.
- 4.3. Meeting rooms for use for more than 2 hours or by more than 2 guests are available to Full Time Members at a discounted rate of 50% and must be paid for fully upon booking. Meeting rooms and studio spaces are only available for booking during stipulated times and rates, please refer to our Website for details.
- 4.4. Members must accept that our meeting rooms and studio spaces are multi-use spaces that are also used to run community activities during week nights and weekends.
- 4.5. Meetings rooms and studio spaces are often hired by clients of Higher Spaces. Members are advised to contact Higher Spaces team directly if they have any concerns about our clients' use of meeting rooms and studio spaces. In any circumstances, do not engage with our directly, it is the responsibility of Higher Spaces to resolve any client matters on behalf of members.

5. Maintaining the Premise

- 5.1. In addition to these Terms and Conditions, you must also comply with any additional house rules imposed on users of the Premise from time to time.
- 5.2. You must keep the Premise (including all desks, meeting rooms, common areas, all equipment, all furniture, all kitchen accessories and equipment, mirrors, fixtures, fittings and furnishings) clean and tidy and in good repair, order and condition. Any damage that you cause during your use of the Premise will need to be paid for at the time of damage or upon inspection subject to our discretion.
- 5.3. You must clear your work desk and ensure it is clean and tidy at the end of each day, and failure to do so may result in further actions on our part.
- 5.4. You must clear all your property including food items and return the meeting rooms or studio space in the same condition as you found it at the end of each use.
- 5.5. It is your responsibility to arrange insurance for your own items and valuables which you bring into the Premise. Secure lockers / storage is available for your use to keep your items safe and secure. We will not be liable for any loss or damage to your items.
- 5.6. You must not alter the Premise in any way or bring in your own equipment without our prior written consent.
- 5.7. You must refrain from any actions that are or may be deemed as dangerous, annoying or offensive or that may interfere with activities conducted by other Members or occupiers of the Premise.
- 5.8. You must not install any cabling, IT or telecom connections without our prior written consent, which may be withheld in our absolute discretion.
- 5.9. You must only use the Premise for office purposes. Office use for a retail or medical nature, involving frequent visits by members of the public, is not permitted. Residing overnight in the Premise is also not permitted. No alcohol is allowed on the Premise unless otherwise organised by us. Illicit drugs and unlawful or inappropriate behaviour are strictly not permitted on the Premise and to the extent that any such drugs or behaviour is found, we reserve the right to demand that you immediately vacate the Premise.

6. Liability and Insurance

- 6.1. You should make your own contents insurance arrangements for your items. If required by law, you must also keep current workers compensation insurance.
- 6.2. You access, occupy and use the Premise at your own risk.
- 6.3. We maintain a public liability insurance policy that covers the Premise and our own contents insurance. We will not have any liability for loss of business, loss of or damage to data and business equipment, loss of income or loss of opportunity or third party claims. You will be responsible for maintaining your own insurance in respect of all such potential loss, damage,

expense or liability.

7. Indemnity

- 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 Premise 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 Premise 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.

8. Breach

- 8.1. You will be in breach if you do not comply with 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 Premise for any purpose other than as a commercial office.
- 8.2. If you breach the Terms and Conditions, we must give you a notice requiring you to remedy the breach.

9. No assignment, transfer or sub-licence

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

10. Termination of membership

- 10.1. Notwithstanding any clause in these Terms and Conditions, we may at any time give you at least one month's notice to end this Membership.
- 10.2. You may end this Membership by providing us with no less than one month's prior written notice. Any unused portion of your Membership Fee is non-refundable.
- 10.3. For members under a term contract, you may end the contract by providing us with written notice according to the stipulated notice period stated in the contract. Any unused portion of your Membership term contract is non-refundable.
- 10.4. We may also terminate this Membership immediately if any:
 - a) monies due to us remain unpaid for 14 days; or
 - b) you breach these Terms and Conditions and you fail to remedy such breach within 14 days of you being given written notice of such breach or such breach if not remediable.
- 10.5. At the end of the Term or earlier upon termination of your Membership, you must:
 - a) immediately vacate the Premise;
 - b) make sure all your property is immediately removed. Anything left in the Premise after the end of the Term or termination of your Membership becomes our property and we may keep it, store it or remove and dispose of it at your cost.

11. Variation or modification of the Terms and Conditions

- 11.1. 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 these 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.

- 11.2. Any changes to the Terms and Conditions will become effective 5 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 Premise.

12. Things Out of Our Control

- 12.1. If we are unable to perform our obligations under these Terms and Conditions as a result of an event outside our control including strikes, lock outs, accidents, war, fire or the delay or failure in manufacture, production, or supply by third parties of equipment or services including power or water cut by electricity and water authorities, you agree that we will not be liable and you release us from any action, demand, cost, liability or loss you suffer as a result of our failure to meet our obligations resulting from such events outside our control. We will use reasonable endeavours to rectify any failure to comply as soon as possible following the event occurring and will notify you of actions we will take to rectify the matter.

13. Confidentiality and privacy

- 13.1. 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.
- 13.2. When using the Premise or dealing with other Members of the Premise you must respect the privacy and legal rights of other Members. You must not disclose any confidential information made available to you through the Premise.
- 13.3. Whilst we will endeavour to provide adequate measures of security in respect of the documents you bring into the Premise, we do not warrant or represent the security and confidentiality of your documents and information contained therein.
- 13.4. 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 Premise.

14. Definitions

In these Terms and Conditions, unless contrary intention appears:

Member Category means either Full or Flex or Weekly or Daily membership for desk space.

Member means a person who signs up as a member to Higher Spaces in accordance with clause 1.1. and accepts these Terms and Conditions.

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

Membership Fee means the fee payable by you as determined by the Member Category selected by you.

Website means <https://www.higherspaces.com.au/> as varied from time to time.

Premise means the relevant space(s) in Higher Spaces located at Units 5 and 14, 663 Victoria Street, Abbotsford, Victoria 3067, you selected for use as part of your Membership.

Start Date means the date that you register and are confirmed by us 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 11 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.higherspaces.com.au

We, Us, Our means Higher Spaces Pty Ltd 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.

Higher Spaces Pty Ltd – Terms & Conditions – March 2020