

LOGAN STARTUP HUB

Logan Startup Hub Order Form Terms and Conditions Agreement

Hub Membership Order Form

I _____ (herein referred to as "Member", "you" or "your"), by entering into a Hub Membership Contract with Appscorp PTY LTD (herein referred to as "Appscorp", "Logan Startup Hub", "we", "our" or "us") do agree to abide by the following terms and conditions.

This Contract is made effective as of the last date of signing of this Contract.

Member:

Name: _____

Company: _____

ABN/ACN: _____

Company Registered Address:

Street: _____

City: _____ State: ____ Postcode: _____

Telephone Number: _____ Email Address: _____

Website/URL: _____

Emergency Contact: _____

Is it OK to publish your name(s), company, position, and web site on our member directory and Website?
Your personal contact information (phone, address, email) will be kept private. ____ Yes ____ No

Membership Type:

Unlimited Access Memberships (24 hours per day, 7 days per week):

☐ Hot Desk \$200/month

☐ Dedicated Desk \$300/month

Including Boardroom and Meeting Room (via booking and subject to availability)

\$100 Once off Joining Fee

\$25 Swipe Card deposit

Casual Access FOR UNLIMITED MEMBER'S GUESTS (8am to 6pm, Monday to Friday only, unless otherwise agreed):

☐ Day Access \$25/day

Terms and Conditions of Logan Startup Hub

1. Definitions

In these Terms, the following definitions apply:

Collaboration Areas include the kitchen and adjacent sitting areas.

Fees means the fees specified in the Order Form above or on the Website, as applicable to your Membership or Access, as may be varied by us from time to time in accordance with clause 5e.

Hub means the buildings and facilities provided by Appscorp Pty Ltd as listed in this Contract or on the Website.

Member means a person granted Membership by us.

Membership means the membership level selected by you.

Minimum Notice means the minimum period of notice to terminate your Membership, this notice period is 30 days.

Our Property means any furniture, equipment, documents or other property in the Hub 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.

Room/s are the Hub's Meeting room and Boardroom facilities.

Services means the services included in your Membership as identified in this Contract, on the Website or in a quotation/proposal document; as updated and amended by us from time to time.

Swipe Card is a keyring or credit card style device which is used to access the Hub via a card reader.

Terms, Terms and Conditions, Agreement or Contract refers to this document.

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

Website means the Logan Startup Hub website located at <https://startuplogan.com.au>.

2. The Membership

- a. 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 enquiries@startuplogan.com.au.
- b. 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.
- c. Your Membership is personal to you. You may not transfer your Membership to someone else without us agreeing to it in writing first.
- d. You agree to comply with your obligations under these Terms, and with any additional obligations contained in any of our Policies.
- e. Dedicated Desk membership provides for guaranteed desk availability.
- f. Hot Desk membership provides a desk space where and when available on a "first come, first served" basis. If a desk is not available for a Hot Desk member, the Rooms, when available, and Collaboration Areas remain applicable for use.

3. The Hub

- a. A Swipe Card is needed by all Members to access the Hub and must be purchased for a refundable deposit of \$25.00. Swipe Cards are not transferrable and must be returned to us at the end of your Membership (your deposit will also be refunded at this time). To ensure security in the Hub you must not lend your Swipe Card to any other person, and must notify us immediately if it is lost or stolen.

- b. The Hub is a shared office and we ask that you consider other Members and use the Hub, and its facilities, 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 Hub, and suspend or cancel their Membership at any time.
- c. The Hub is a collaborative workspace, and you may find that you are working in close proximity to individuals or organisations which 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 are adhered to.
- d. You acknowledge that due to the shared nature of the Hub, sensitive information may sometimes be overheard, and you agree to respect the right of privacy and confidentiality of other Members in such circumstances.
- e. Where your Membership entitles you to access the Hub, this is a licence to use the Hub, and does not give you an exclusive right to any part of the Hub. You are responsible for ensuring that the Hub meets the needs of your business or enterprise. We make no warranties or representations that the Hub is suitable for the purpose you intend to use it for.
- f. 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 Hub is inspected and tested in accordance with AS/NZS 3760:2010.
- g. You acknowledge that you will be liable for, and agree to indemnify us for any damage caused to the Hub or Our Property, or for any claim brought against us, by malfunctioning or incorrectly used equipment brought into the Hub by you, your employees or your guest/s.
- h. You are responsible for making good or indemnifying us (at our option) for any damage caused to the Hub or Our Property by you, your employees or your guest/s (excluding fair wear and tear).
- i. We take all reasonable measures to ensure the Hub is a safe and healthy working environment. You are responsible for your own safety (and that of your employees and guest/s) whilst in the Hub. This includes using Our Property and Your Property safely, for the purpose it was intended for, and with a reasonable amount of care.

4. Making Changes or Cancelling

- a. We may amend these Terms at any time by providing 3 months' written notice. If we choose to do so, we will inform you in writing.
- b. You may change your personal and billing information and change or cancel your Membership. You must do this at least 30 days prior to the day you require the change or cancellation to take effect.
- c. We may cancel your Membership with immediate effect if you:
 - i. breach your obligations in clause 3a; or
 - ii. 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; or
 - iii. fail to pay the Fees, and such failure is not remedied within 14 days; or
 - iv. 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.
- d. 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 4c, you shall remain liable for all Fees for the Minimum Notice period.

5. Fees

- a. We will provide you with the Services in consideration for you paying the Fees in the manner identified in clause 5b below.
- b. Unless otherwise agreed between us, we only accept payment of the Fees by automatic direct debit from a credit card nominated by you (Visa, MasterCard or Amex). Your bank statement will show "Appscorp PTY LTD" as the merchant.
- c. **Unlimited Access Memberships:**
 - i. The Fees will be debited monthly in advance from your nominated account on, or around, the 1st of each month, and will continue to be debited until your Membership ends in accordance with clause 4.
 - ii. Prior to, or shortly after, your Membership commencing, unless otherwise agreed between us in writing, we will deduct the Joining Fee, the first month's Membership Fee (pro-rata), and the Swipe Card deposit from the credit card nominated by you for payment of the Fees.
 - iii. Casual Access rates for your guest/s and employee/s will be payable by you if such guest/s and/or employee/s do not execute a Membership Contract within the month. These Casual Access fees will be debited together with your next monthly Membership payment.
 - iv. It is your responsibility to ensure that your payment details are kept up to date and that there are sufficient funds in your nominated account to enable the successful debit of the Fees each month. If the transaction is rejected for any reason you will be liable for any reasonable costs incurred by us in recovering the debt, including but not limited to any legal, bank or collection agency fees.
- d. The Fees may be subject to review and you will be notified in writing 3 months prior to any increase in the Fees taking effect.
- e. Unless otherwise notified, the Fees and any other prices referenced on our Website or otherwise communicated to you are quoted inclusive of GST.

6. Room Use and Hire

- a. Rooms are available in the Hub for use by Members.
- b. Rooms must be booked via the Google calendar "**Logan Startup Hub Room Bookings**".
- c. No guarantee is given for the availability of any Rooms at any given time, and such availability is dictated by the calendar with bookings made on a "first come, first served" basis.
- d. Bookings can be made up to 60 days in advance.
- e. You may make multiple bookings using the system but please ensure you only reserve what is required and all un-needed bookings are cancelled. Repeated non-use of booked Rooms will be monitored and bookings modified/cancelled as we see fit, after consultation with you.
- f. Booking times are to be strictly adhered to so as not to inconvenience other users.
- g. No equipment or furniture is to be removed from any Rooms unless authorized.
- h. No objects, notices etc. are to be affixed to meeting room walls, doors, furnishing or fixtures.
- i. Ensure whiteboard use is photographed or erased before the end of your booking.
- j. It is your responsibility to arrange and rearrange furniture to suit the particular needs and ensure that furniture is left in its original arrangement before leaving.
- k. Rooms must be left in a tidy condition with all papers and rubbish removed or placed in a nearby waste bin.

7. Fair Use by Members

- a. We can only provide the Services for the Fees quoted if Members use the Hub fairly. We believe that using the Hub fairly means that you:
 - i. only use the Hub for the number of days per month and during the times allocated to your Membership;

- ii. limit the number of guests you bring into the Hub. Excluding the maximum number allowed with Room bookings, we consider that one guest for up to two hours is reasonable. Please understand that to be fair to other Members we may need to limit guest access in peak times. If for whatever reason you need additional guest access please talk to us to see what can be arranged;
 - iii. limit printing to a reasonable amount, in accordance with any policies introduced from time to time by us and communicated to you; and
 - iv. limit coffee consumption to a reasonable amount (i.e. up to 4 cups per day), in accordance with any policies introduced from time to time by us and communicated to you.
- b. You must not use the internet access provided for excessive downloads, movie streaming (music is OK) or for any illegal purpose.
 - c. Computers and other devices must be Wi-Fi enabled to access internet in the Hub. For optimal Wi-Fi connectivity, your computer or device must operate on a 5Ghz network and have an up-to-date operating system installed.
 - d. You must not broadcast your own Wi-Fi signal anywhere in the Hub, including, but not limited to, utilising a personal hotspot or your own Wi-Fi router, as this disrupts and interferes with Wi-Fi connectivity for all Members.
 - e. We provide no warranties or guarantees that your Wi-Fi access will be uninterrupted or error free. We will provide reasonable assistance in troubleshooting any connectivity issues. However, if our troubleshooting identifies (in our reasonable opinion) that such connectivity issues are due to your computer or device, you will be responsible for the arrangement and costs of any additional troubleshooting, repair, modification or replacement of your device. We can refer you to our preferred IT service provider and co-ordinate such troubleshooting at your request.
 - f. Continued abuse of the fair use requirements in this clause 7 may result in the suspension or termination of your Membership.

8. Guests and Employees

- a. If your guest or employee would like to work in the Hub for all or part of the day, such Casual Access rates will be payable by you and debited as per clause 5ciii.
- b. If your guest or employee would like to discuss membership options, they may contact our staff in the Hub, or via phone or e-mail.
- c. Guests and employees must sign in at the podium prior to entering the Hub. For safety and security reasons, we reserve the right to refuse entry to any guest or employee that does not sign in.

9. Security & Confidential Information

- a. 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.
- b. You are responsible for ensuring that your Confidential Information remains secure within the Hub. We will not be liable for any unauthorised disclosure of your Confidential Information.
- c. We make no representations about the security of our internet connection, and you must take reasonable security measures (i.e. encryption, virus protection, etc.) as are necessary for your business or enterprise.
- d. Do not allow any person to enter the Hub who is not your guest or employee. You will be responsible for anyone you allow into the Hub, whether known by you or not, and conditions within these Terms are relevant for such personnel.

10. Liability and Insurance

- a. We maintain a public liability insurance policy that covers the Hub and we carry our own contents insurance. Our contents insurance does not extend to Your Property or the property of your employees and/or 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.
- b. Our staff oversee the Hub 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 Hub.
- c. 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.
- d. You will indemnify us for any loss incurred by us or any claim against us resulting from a breach by you of these Terms or any action of your employees, guests or personnel you bring or allow into the Hub.
- e. 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.

12. 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 Hub, 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.

13. 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.

LOGAN
STARTUP HUB

Acceptance of the Terms and Conditions

Executed as an Agreement:

Signed for and on behalf of Appscorp Pty Ltd (ABN 40 260 544 577) by its duly authorised representatives:

Signature of Director/Secretary

Signature of Director

Date: _____

Date: _____

Signed for and on behalf of _____ (ACN _____) by its duly authorised representatives:

Signature of Director/Secretary

Signature of Director

Date: _____

Date: _____

Please sign and return this document via email to Joanna Apps enquiries@startuplogan.com.au