

# TERMS & CONDITIONS

This deed outlines the terms and conditions ('Terms') pursuant to which Asian Pacific Serviced Offices Pty Ltd (ACN 068 012 653) of Level 4, 100 Dorcas Street, South Melbourne Victoria 3205 ('we', 'our', 'us') grants Membership to you ('Member', 'you', 'your'). You agree to be bound by the Terms.

## 1. YOUR MEMBERSHIP

- 1.1. These Terms (including the Reference Schedule schedules and annexures) and the Policies form our agreement with you and govern your Membership with us.
- 1.2. You should seek independent legal advice in relation to any Terms you do not understand, prior to signing these Terms. We may update or otherwise modify these Terms from time to time and will provide you with written notice of any changes to these Terms that apply to you.
- 1.3. Your Membership entitles you to the Services and permits you reasonable access to and use of the Space in common with other users of the Space generally, and to the extent your Membership includes a private office or dedicated desk, exclusively in relation to the private office or dedicated desk.
- 1.4. You acknowledge and agree that the rights conferred on you by these Terms rest in contract only and do not create in favour of you any interest in the land comprising the Space.
- 1.5. You must notify us in writing immediately if any of your details change.
- 1.6. If you wish to add or remove Users from your Membership you must make this request to us in writing to obtain our prior written consent (which will not be unreasonably withheld). If the changes are approved by us, you will be provided with a variation of these Terms (Variation) setting out the changes. The changes to your Membership will only be made upon execution of the Variation by both parties and the payment of any applicable Joining Fees outlined in the Contract Variation.
- 1.7. Your Membership may not be transferred to anyone else without prior written consent from us (such consent must not be unreasonably withheld).
- 1.8. It is a fundamental term and condition of these Terms that:
  - a. your right to occupy the Space is granted under this licence only and your right is not granted under a lease in any such form under any State Retail Legislation;
  - b. the licence of the Space is not a "retail shop lease" or "lease" under any State Retail Legislation;
  - c. the Space does not form part of a "retail shopping centre" nor is it to be used as a "retail shop" or "retail premises" or such similar use under any State Retail Legislation;
  - d. you must not use the Space for the retail sale of goods or services, for any other activity, or in any way, that would cause any provisions of State Retail Legislation to apply to the Space or to your use of the Space.
- 1.9. You agree to comply, and will procure that your Users will comply, with all of the obligations under these Terms, and observe any additional obligations that may be contained in our Policies, including but not limited to, in respect of access to and use of the Space and/or Services. Our Policies are accessible for members to view via our online application (app) and may change from time to time.

## 2. FEES

- 2.1. In order for your Membership to commence, in addition to providing us a signed copy of these Terms, you must provide us with:
  - a. the Joining Fee;
  - b. the Membership Fee
  - c. the Membership Deposit.
  - d. a current drivers licence or passport for each person who signs this agreement
- 2.2. You agree to pay all fees in connection with your Membership by automatic direct debit from a credit card (Visa or Mastercard or Amex) or Bank Account nominated by you (unless otherwise agreed between us). Payment via Visa, Mastercard and Amex may incur a surcharge from the service provider (e.g. Visa/Mastercard or Amex).
- 2.3. All fees payable under these Terms are non-refundable.
- 2.4. The Membership Fee will be debited monthly in advance from your nominated account on or around the 10th day of each calendar month or the next available business day (Payment Date), and will continue to be debited until your Membership ends in accordance with the Membership Duration in the Reference Schedule (or as otherwise agreed between us) or ends in accordance with these Terms.
- 2.5. 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 associated with your Membership throughout the duration of your Membership. If a transaction is rejected for any reason, you are liable for any reasonable costs incurred by us in recovering the debt, including but not limited to any legal fees (on an indemnity basis), bank fees or collection agency fees.
- 2.6. If you fail to meet your payment obligations under these Terms we will notify you in writing (Notice). If, within 14 days of Notice, you have not paid the fees owing, we may:
  - a. charge you the late payment fee if any Fees remain overdue more than 7 days after the Payment Date;
  - b. without prejudicing our rights to recover any overdue payments, suspend or cancel your Membership.
- 2.7. Membership Fees:
  - a. for Fixed Term Memberships are fixed for the Membership Duration set out in the Reference Schedule;
  - b. for Month to Month Memberships, may be reviewed and updated at our discretion.
- 2.8. A schedule of our fees can be found in the Reference Schedule. Unless you are notified otherwise, the fees and any other prices referenced on in our Reference Schedule or on our Website or otherwise communicated to you are quoted exclusive of GST.

### 3. MEMBERSHIP DEPOSIT

- 3.1. You acknowledge that we may use the Membership Deposit (or any part thereof) without notice to you, to meet any monies owed by you to us, howsoever arising (including but not limited to non-payment of your fees associated with your Membership, repair or replacement costs for loss/damage to Our Property or the Space). This is in addition to any other rights we have at law, under these Terms or any other agreement we have with you.
- 3.2. If we call upon your Membership Deposit (or any part thereof), you will be required to replace the used portion of the Membership Deposit within 14 days of us notifying you of the amount requiring replacement.
- 3.3. We reserve the right to suspend your use of our Services and/or the Space until the full amount of the Membership Deposit has been restored.

### 4. DEFAULT

- 4.1. You are in default under this Membership agreement if any of the following occur:
  - a. you fail to pay us any money due and payable to us by the relevant due date; or
  - b. you breach any provision of or fail to comply with any of your obligations under this Membership; or
  - c. you remove from The Space anything which belongs to us or which we provide
- 4.2. Unless there is a legal requirement to the contrary, we are not required to issue you with any demand before we are entitled to exercise any right or take any step if you breach any provision, or fail to comply with any of your obligations, under this Membership.

### 5. CONSEQUENCE OF DEFAULT

- 5.1. You are in default under this Membership agreement, then subject to any requirements of the law, we may at any time and without notice do any one or more of the following without our condor constituting repudiation or renunciation:
  - a. remove and exclude you from The Space;
  - b. remove any property not belonging to us from The Space;
  - c. commence proceedings against you and
  - d. terminate the Membership
- 5.2. You must indemnify us and pay us compensation and/or damages for any loss or damages we suffer as a result of your default under this Membership. However, we must act reasonable in mitigating any loss or damages.

### 6. GUARANTEE

#### **Clause 4.1 – 4.3 apply in the event that the Membership Deposit is subject to guarantee.**

- 6.1. The Guarantor unconditionally and irrevocably guarantees to us the obligations of the Member to pay any moneys, debt or monetary liability to us under these Terms or arising out of any

claim by us against the Member in connection with these Terms including any damages payable (Owed Amount).

- 6.2. If the Member fails to pay any Owed Amount, the Guarantor must immediately on demand from us itself pay that Owed Amount.
- 6.3. This guarantee is enforceable against the Guarantor whether or not we have made demand upon the Member, given notice to the Member or any other person, or taken any other steps against the Member or any other person.

### 7. SAFETY

- 7.1. You acknowledge that due to the shared nature of the Space, you may find that you are working in close proximity to individuals or organisations that compete with your business. You acknowledge that sensitive information may be overheard, and you agree to be responsible for your own privacy and confidentiality and to respect the right of privacy and confidentiality of other users or their guests.
- 7.2. While 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 Users and Guests) whilst in the Space. It is your responsibility to observe safe systems of work and to practise safe behaviour, to protect yourself and ensure the safety of others. This includes using Our Property and Your Property safely, for the purpose it was intended for, and with a reasonable amount of care.
- 7.3. If you see anything you consider may create a risk to the health and safety of users, staff or guests in the Space you must notify us immediately. You must also immediately advise us if you or any of your Users or Guests bring any infectious diseases or illnesses into the Space.
- 7.4. From time to time we are legally required to comply with evacuation drills arranged by the building owners so as to ensure procedures are in place in case of an emergency. Fire wardens are trained to assist with these drills and all users must fully cooperate and comply with all directions from the fire warden.

### 8. UNACCEPTABLE BEHAVIOUR

- 8.1. The Space is predominately a shared office and in using the Space you must consider other users and use the Space in a respectful way.
- 8.2. The use of illegal drugs, intoxication, offensive language, bullying, threatening or abusive behavior (verbal or physical) towards our staff or other persons in the Space, theft or damage to Our Property or to that of another person in the Space, will not be tolerated. We reserve the right to remove offenders from the Space, notify the authorities and/or suspend your Membership immediately.
- 8.3. Smoking is not permitted in the Space. Any member or user found smoking inside the Space may have their associated Membership suspended immediately.
- 8.4. If we suspend your Membership under clause 8.2 or clause 8.3 we will investigate the instance (or alleged instance) of non-compliance and provide you with 48 hours to make submissions and respond to us. If, following our investigation, we are satisfied on reasonable grounds that you were in breach of your obligations under clauses 8.2 and 8.3, we may terminate your Membership immediately

- 8.5. Our Services must not be used for knowingly creating, transmitting, retrieving, installing, or storing any communications that are:
- discriminatory or harassing;
  - defamatory, threatening or derogatory to any individual or group (including us and our Services);
  - obscene, sexually explicit or pornographic;
  - in violation of any third party intellectual property rights or license/copyright governing the use of software or material; and/or
  - engaged in for any purpose that is illegal, including but not limited to:
    - using a password without authorisation to gain access to another person's information or communication;
    - undertaking fraudulent activity, misleading or deceptive conduct or to transmit any objectionable material or undertake any other unlawful activity;
    - disguising or attempting to disguise identity when sending e-mail, using another person's e-mail account or copying messages or files belonging to another member or user without their permission;
    - accessing, without express authority, or hacking, any computer; and/or
    - sending, receiving or copying copyrighted materials, trade secrets, confidential information, proprietary financial information or similar materials without prior authorization.
- 8.6. While at the Space, you agree not to, and will procure that your Users do not, make any comments, take any photos or make any videos which identify or utilize our intellectual property or logos without prior written approval and authorization from the Manager of the Space from time to time.
- 8.7. You agree to, and will procure that your Users, refrain from making any communications to any persons that could be considered obscene, offensive, defamatory, threatening, harassing, discriminatory or hateful and which could be perceived to be comments made on behalf of us.
- 8.8. You must not do, allow, cause or breach any of the Building Rules – <https://apso.com.au/>
- 8.9. You agree that you must not interfere with or endeavour to entice away from us any person who is in our employ or encourage or procure anyone else to do so.

You agree that if you fail to comply with your obligation, you must pay to us on demand and as a liquidated sum an amount equal to the greater of \$10,000 and 30% of the gross annual salary of the person, and we both agree that such amount is a genuine pre-estimate of the loss and damage we are likely to suffer in the circumstances

## 9. GUEST ACCESS

- 9.1. You acknowledge that the Space is for the use of you, your Users and other members and their users and you agree not to, and will procure that your Users do not, bring guests into the Space unless otherwise allowed under clause 9.

- 9.2. You and your Users may bring Guests into the Space provided that:
- it is solely for the use of one of the communal meeting spaces in the Space (Meeting Spaces), which are available for use as specified by your Membership Category; and
  - all Guests are registered at our reception area upon entering the Space.
- 9.3. Meeting Spaces are for the shared use of all members and users, and bookings must be made through our app prior to booking.
- 9.4. We do not provide any guarantees as to the availability or suitability of your Meeting Space and we reserve the right to vary your booking or amend or suspend access to the Meeting Spaces as may be reasonably necessary from time to time.
- 9.5. Guests are only allowed access to and from the Meeting Space booked and strictly within the booking time.
- 9.6. If your Membership includes a private office, you may invite Guests inside the private office space provided such access is restricted to and from that member's private office space.
- 9.7. You accept full responsibility and liability for any injury, loss or damage caused or suffered by you, or your User's, Guests:
- while in the Space;
  - using Our Property;
  - using Your Property;
  - in connection with other guest's property; or
  - any other member's / user's property, whether or not caused by our acts or omissions.
- 9.8. We reserve the right to terminate your Membership if you breach any of the above clauses, pursuant to clause 14.

## 10. ACCESS PASSES & ACCESS

- 10.1. Access passes are not transferable and must be returned to us at the end of your Membership.
- 10.2. To ensure security in the Space you must not duplicate your access pass, lend your access pass to any other person, and must notify us immediately if it is lost or stolen.
- 10.3. We reserve the right to charge you the replacement fee for any lost or stolen access pass.
- 10.4. We reserve the right to cancel or re-issue any access pass that we reasonably suspect are being used improperly and/or without our authorisation.
- 10.5. The Member will permit access to us, our staff or workmen to enter the Membership Area during normal business hours, after giving reasonable notice (except in case of emergency) .

To inspect the premises, to show prospective tenants through the premises in the last 6 months of the Membership term.

To carry out repairs or agreed alterations, and to do anything necessary to comply with notices or orders of any relevant authority.

## 11. DISPUTES BETWEEN MEMBERS

- 11.1. We take no responsibility for the actions of our members, users or other third parties in the Space. To the extent permitted by law, if a dispute arises between users in the Space, we are not obliged to assist in remedying the dispute or participate in mediation.

## 12. LIABILITY/INDEMNITIES

- 12.1. Our liability to you for our breach of these Terms will be capped at an amount equal to the Membership Fee that you have paid to us in the 1 month immediately prior to the claim arising. We will not be liable for any indirect or Consequential Loss or any loss incurred by you to the extent that you caused or contributed to such loss.
- 12.2. You indemnify us and hold us harmless for any Loss incurred by us or any claim made against us resulting from or in connection with your breach of these Terms, your acts or omissions or the acts or omissions of your Users or Guests.
- 12.3. 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.
- 12.4. We are not liable to you for any personal property that is damaged, lost, or stolen while on or around the Space at all times, including, but not limited to, a vehicle or its contents or any property left at the Space (secured or otherwise).
- 12.5. If you, your Users or Guests (whether authorised or unauthorised) cause damage to the Space or Our Property, you are liable for its cost of repair or replacement.
- 12.6. 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.
- 12.7. You acknowledge that you will be liable 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 Users or Guests. This includes, but is not limited to, damage caused by non-compliant electrical equipment or electrical equipment not fit for use in Australia.
- 12.8. Should the member have additional services e.g. car parking and/or storage rental included in the Reference Schedule, the member and any parties that utilise these services under this licence agreement, will need to comply with the terms and conditions as outlined under [https:// apso.com.au/about-apso/car-park-terms-and-conditions](https://apso.com.au/about-apso/car-park-terms-and-conditions) and/or <https://apso.com.au/about-apso/storage-terms-and-conditions>. You acknowledge that you have read and understand the conditions of agreement prior to execution of this agreement and agree to be bound by those conditions of agreement.

## 13. INSURANCE

- 13.1. We maintain a public liability insurance policy that covers the Space but members are not insured under this policy. We maintain our own contents insurance but this does not extend to Your Property or the property of your Users or Guests.

- 13.2. Members must ensure they have sufficient insurance to cover their Property and any other liabilities, including but not limited to public liability and any State or Territory workers compensation insurance requirements.

## 14. TERM

- 14.1. If you are on a Month to Month Membership, your Membership will continue each month unless or until you cease your Membership in accordance with clause 14.2.
- 14.2. To cease your Membership:
  - a. 30 days from the date of Cessation Notice, in respect of Month to Month Memberships; or
  - b. on the date specified by the Membership Duration, in respect of Fixed Price Memberships, you must provide written notice to us, in accordance with the Minimum Notice Period associated with your Membership, as outlined in the Reference Schedule, of your intention to cease your Membership (Cessation Notice). Within 5 days of us receiving your Cessation notice we will confirm the date that your Membership ceases (such confirmation will not be unreasonably withheld). You will be liable for all fees relating to your Membership up to and including the last day of your Membership Duration.
- 14.3. If you are on a Fixed Term Membership and you do not provide us with a Cessation Notice before the end of your Membership Duration or enter into a further Fixed Term Membership, your Membership will be automatically converted to a Month to Month Membership and you will become responsible for payment of the fees associated with a Month to Month Membership.

## 15. TERMINATION

- 15.1. We may cancel your Membership with immediate effect if you:
  - a. breach any of your obligations in these Terms and the breach is not capable of being remedied;
  - b. breach any of your 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 any fee associated with your Membership, and such failure is not remedied within 14 days; or
  - d. fail to comply with our Policies and we have given you written notice of such failure (and our required remedy), and you do not remedy the non-compliance within 7 days (or such longer period as agreed to us in writing).
- 15.2. If your Membership is terminated under clause 15.1:
  - a. all unpaid amounts in connection with your Membership will become immediately due and owing; and
  - b. you are not entitled to a refund of any portion of the fees you have paid during your Membership; and
  - c. you remain liable for any amounts which have become due but remain unpaid.
- 15.3. If you are on a Fixed Term Membership, you may terminate your Membership earlier than the date specified by the Membership Duration subject to:

- a. settlement of any unpaid fees and payment of the amount equal to the Membership Fees payable by the Member for the remainder of their Membership Duration as stated in Reference Schedule ; and
  - b. the provision of written notice in accordance with the Minimum Notice Period as stated in Reference Schedule ; and
  - c. written agreement being obtained from us (which must not be unreasonably withheld)
- 15.4. If your Membership ends, you must remove Your Property from the Space and return your access pass and office key to the Manager of the Space on or before the termination or cessation date determined by the written notice provided to you by us.
- 15.5. At the end of the Membership, or private office relocations / private office upgrades, we may at your cost procure works to be carried out to the Membership Area (including any item we provide in this Area) in order to bring them back to the condition they were in on the earlier of the Commencement Date and the date you first started using the Membership Area.

You agree that such works include (but are not limited to):

- repainting the Licensed Area; and
- steam cleaning the carpets & vacate clean
- cost of works will be determined upon final vacate inspection

Standard Data & Telecommunication is provided by us. You agree that if you procured the provision of data or telecommunications services to the Membership Area by a third party you must on or before the date when the Membership ends and to our satisfaction ensure that:

- all wiring and cabling installed by or for you is removed;
- each data port you did not install is connected to our network and rendered functional; and
- each data port installed by or for you is removed and make good works carried out

- 15.6. In the event that you fail to remove Your Property in accordance with clause 15.3.c, and Your Property remains in the Space 7 days after the termination or cessation date of your Membership Your Property will be deemed abandoned and we will:
- a. acquire all title and rights to Your Property;
  - b. you will not be entitled to make any such claim for compensation or loss in respect of Your Property or the value of Your Property lost by abandonment; and
  - c. we may remove, sell or dispose of Your Property as well as recover all costs from you incurred in relation to the removal, sale or disposal of Your Property.

## 16. SECURITY & CONFIDENTIAL INFORMATION

- 16.1. 'Confidential Information' includes information (whether written or oral) relating to either party's business, employees, clients, products and business processes and information which is not generally known to the public but does not include information already in the public domain. Any Confidential Information you give us, or we give you, remains confidential. We have adequate policies and procedures in place to reasonably 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.

- 16.2. You are responsible for ensuring that your Confidential Information or any third party's confidential information that you hold, and that of any of your Users, remains secure within the Space. We will not be liable for any unauthorised disclosure of such Confidential Information, unless such disclosure occurs as a result of a breach of our confidentiality obligations to you.
- 16.3. We make no representations about the security of our internet connection, and you must take reasonable security measures (e.g., encryption) as are necessary for your business or enterprise.

## 17. FORCE MAJEURE

- 17.1. A party shall not be liable for any failure of or delay in the performance of these Terms (except for a financial obligation or an obligation to make payment) for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, epidemic, pandemic, fire, hostilities, hijack, blockade, riots, civil commotion, failure in manufacture, production, or supply by third parties of equipment or services (Force Majeure Event) and:
- a. each party affected shall use its reasonable endeavours to cure such event (and the effects of such event) (if curable and if correction is within its reasonable control); and
  - b. each party will otherwise comply with their respective obligations in accordance with these Terms as soon as any such event ceases to affect the performance of their obligations, and each party shall use its best efforts to resume compliance with such obligations.
- 17.2. Such a Force Majeure Event may prevent us from providing you with access to the Space or providing the Services in whole or in part.
- 17.3. A party affected by a Force Majeure Event must give written notice to the other party as soon as reasonably possible, providing details of the Force Majeure Event and (to the extent reasonable ascertainable) the obligations from which it is being prevented from discharging.
- 17.4. In the case of a Force Majeure Event that stops us from providing you with access to the Space for a period of more than [30 consecutive days], either party may by written notice suspend your Membership for a period of up to [6 months] during which time any fees payable by you are also suspended (Suspension Period).
- 17.5. After the Suspension Period, your Membership (and the associated fees) will recommence. If you are on a Fixed Term Membership, your Membership Duration will be extended by the Suspension Period. If your Membership Duration is extended under this clause 17.5 your Membership Fee will not be increased during the period added to your Membership Duration as a result of the Suspension Period.
- 17.6. In the event that a Force Majeure Event occurs:
- a. we may terminate your Membership if the delay or failure continues for a period of 30 consecutive days or more; and
  - b. you may terminate your Membership if your Membership is not suspended in accordance with clause 17.4 and the delay or failure continues for a period of 6 consecutive months or more.

## 18. PRIVACY

- 18.1. For the purposes of assessing and approving membership, we will require you to provide satisfactory evidence of identity. This may include photo identification like a driver's licence, passport and/or Medicare card, birth certificate or health care card. A copy will be retained of all members' identification for the duration of that member's Membership and in accordance with privacy law.
- 18.2. We are committed to maintaining the confidentiality and security of your personal information and managing it in accordance with our obligations under privacy law.
- 18.3. The information on this form is collected by us primarily for the purposes of responding to your requests, providing services to you and communicating with you. We may provide this information to service providers, contractors, cloud providers and other third parties to help us manage our business, some of which may be located overseas. Our privacy policy includes information on how you can request access to and correction of personal information we hold about you, how you can complain about our privacy processes and how we handle such matters. If you do not provide the information we request, we may not be able to fulfill your request or provide our services to you.

## 19. GOVERNING LAW

These Terms and the Membership are governed by laws of the State in which the Space is located.

## 20. WAIVER

A waiver of a right, remedy or power must be in writing and signed by the party giving the waiver. A party does not waive a right, remedy or power if it delays in exercising, fails to exercise or only partially exercises that right, remedy or power.

## 21. SEVERANCE

If a provision in these Terms is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from these Terms for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these Terms.

## 22. DEFINITIONS

22.1. In these Terms, the following definitions apply:

'we', 'us', 'our' and 'space provider' means Kings Club.

'you' and 'your' means the member.

**Building Rules** means the rules of or affecting the building in which the Licenced Area is located from time to time including any rules we make, and the building rules referred to clause 8.8.

**Cessation Notice** or/ **Notice** means written notice provided to the Space provider to terminate services

**Confidential information** includes information (written or oral) relating to either party's business, employees, clients, products and business processes and information which is not generally known to

the public but does not include information already known in the public domain. All Confidential information you give us or, we give you remains confidential.

**Consequential Loss** means loss or damage that is not direct or does not flow naturally from the relevant act or omission in breach of these Terms and includes, without limitation, loss of profits and loss of opportunity.

**Commencement date** means the period the Reference Schedule starts on this agreement.

**Contract Variation** means a change to the commercial terms of your agreement.

**Fees** means a payment made in exchange for a service.

**Fee Schedule** means our current fee schedule which can be found at the end of this document.

**Fixed Term Membership** means fixed period for which the membership is by law contracted. The period is outlined in the membership term within the Reference Schedule of this agreement.

**Force Majeure Events** means an event that is beyond the control of either party that prevents or hinders the performance of the contract.

**Guarantor** means a person or organisation that unconditionally and irrevocably guarantees to us the obligations of the member to pay any moneys, debt, or monetary liabilities to us under the of this agreement.

**Guests** means a person that is invited into the Space on your behalf without being a Member.

**Joining Fee** means a once off onboarding fee payable to become a Member

**Licensed Area** means the designated area which the Member and guarantor agreed upon

**Loss** includes any losses (including Consequential Loss), liabilities, damages, costs, charges or expenses (including lawyers' fees and expenses on a full indemnity basis), and fine and penalties however arising.

**Manager** means the person responsible for the daily operation of Kings Club.

**Meeting Room Space** means the designated communal area/ facility for all Members that is required to be booked.

**Membership** means the membership category selected by you as shown or limited in the Reference Schedule and which are subject to these Terms.

**Membership Area** means the designated area of which the Member and the Space provider agree upon.

**Membership Category** means the membership type selected by you in which you are subject to the terms outlined in the Reference Schedule of this agreement.

**Membership Deposit** means an amount that is paid by the Member to the Space provider before commencing the agreement. This payment provides the Space provider with level of protection if the member fails to meet their obligations. The Space provider has the ability to call upon these funds and use other legal means to recover any loss arising as a result of a member defaulting on their obligations.

**Membership Duration** means the term for which the membership is contracted until.

**Membership Fee** means a non-refundable fee that a Member must pay each month for the duration of the term.

**Minimum Notice Period** means the legal minimum amount of notice you must give to terminate services referring to item.14.

**Month to Month Membership** is an agreement between the Member and the Space provider that agrees the member can occupy the area without a specific end date. The Reference Schedule may be terminated by either party with 1 months' prior written notice.

**Our Property** means any furniture, equipment, documents or other property in the Space that is owned or controlled by us, including the Space.

**Payment Date** means the day that payment by you to us is due.

**Policies** means any of our codes of conduct, policies and procedures accessible on the Website or otherwise made available to you, as added to, updated or amended by us from time to time.

**Reference Schedule** means the contract summary contained on page 1.

**Services** means an act or use for which a Member has paid upon which is outlined in membership category and inclusions noted of the Reference Schedule of this agreement.

**Space** means the designated area which the Member and guarantor agreed upon.

**State Retail Legislation** means the Retail Leases Act 2003 (VIC).

**Suspension Period** means a term where a contract is deferred due to default or any other valid reason.

**Terms** means a fixed period for which the membership by law is contracted.

**Users** means the person/ persons linked to the membership to use the Space.

**Variation** means a change in terms and conditions which may be made from time to time without notice.

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

## 23. FEE SCHEDULE

**Membership Fee** – Referring to the agreed membership fee on the Reference Schedule

**Company Joining Fee** – Once off \$350 + GST applies only to Corporate Membership for the business to register their company to join the club. \$100 + GST per user thereafter will apply per calendar month.

**Replacement Fee** – If a user is required to be replaced a replacement fee of \$65 + GST will be applied.

**Membership Deposits** – applies to private offices

**6-month Membership** – (1) month of the Membership Fee payable on the Reference Schedule

**12-month Membership** – (1) month of the Membership Fee payable on the Reference Schedule

**24-month Membership** – (2) month of the Membership Fee payable on the Reference Schedule

**36-month Membership** – (2) month of the Membership Fee payable on the Reference Schedule

**Paid Up Front Membership** – the amount equal to 10% of the Membership Fee payable for the duration of the Membership

**Direct Debit Dishonoured** – If your direct debit dishonoured you will be charged a \$15 + GST dishonoured fee.

**Late Payment Fee** – if your Membership fee remains overdue for more than 28 days you will be charged a further 5% of the total debt owed.

**Meeting Room Credits** – Memberships include Meeting Room hours which are outlined in your Reference Schedule. Monthly hours are non-accumulative. If you exceed your monthly allocation, please refer to our price list.

**Notice Period** – to create your membership you must provide written notice of 30 days. Please refer to item. 14.2 on your Reference Schedule

## 24. SERVICE SCHEDULE

- 24/7 access to the building
- Unlimited Wi Fi
- Mail service
- Onsite Client Services Manager
- Scheduled office cleaning – standard scope
- Outgoings fees included; Lease Rental, Lease Preparation, Electricity, Air Conditioning, Rates, Taxes and Body Corporate
- Access to an open workspace and all collaborative areas
- Kitchen facilities including coffee, tea, purified water, beer and cider taps
- Complimentary use of end of trip facilities and gymnasium
- Access to Meeting rooms, Boardroom, Podcast Studio, Strategy, Workshop rooms, Golf Simulator & Recharge zone at exclusive rates
- Administration and printing services readily available at an additional cost
- Access rights to our networking events program including lunch & learn sessions, workshops and Friday night drinks
- Access to discounted prices from hundreds of partners