

Zig Zag Hub Pty Ltd ABN **36 639 744 451** ("the **Provider**") will provide membership of the Designated Workspace to the member ("the **Member**") on the following terms:

## 1. Definitions and Interpretation

1.1 In these terms & conditions:

**Access** means 24 hours every day unless otherwise specified in the 'designated hours'.

**Hours** designated as per membership plan: Permanent members 7:30am- 9pm. Business hours from 9am-5pm for hotdesking.

**Business days** means any day except a Saturday or a Sunday or other public holiday in New South Wales.

**Business hours** means 9:00am till 5:00pm during business days; excluding public holidays.

**Commencement Date** means the date of this membership or such other date as the parties agree in writing.

**Consequential Loss** means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damages.

**Daily Communal Space** means the non-designated space which a Member's Guest is granted by the Provider to utilise on a day-to-day basis.

**Programs** these are facilitated within the space at designated day's and times. These include the Incubator and the Empowering Women in Business Program. The programs allow passes to the space in which case any participant that joins one of the programs will be deemed as a member.

**Designated Hours** means 24-hour access for permanent members and Business hours on Business Days for temporary members.

**Designated Workspace** means the workspace which has been allocated to a Member by the Provider to permanent members.

**Duration** means the period of time which is agreed upon in writing between the Member and the Provider.

**Guest** means any person who is a non-member who is provided access by a Member, including but not limited to representatives, volunteers, suppliers, customers or clients.

**Membership Fee** means the sum agreed upon in writing between the Provider and the Member.

**Premises** includes any premises occupied by the Provider (including equipment, fixtures and fittings found within the premises) to which the Member is provided access as part of their membership.

**The Provider** jointly and separately refers to Carmen Rudd Pty Ltd ACN 604 529 839 and Zig Zag Hub.

**The Member** refers to any person who has applied to the Provider for membership and has been granted membership status in accordance with the guidelines set by the Provider.

## 1.2 Interpretation

In these terms & conditions unless the context otherwise requires:

- (a) references to singular word or number includes relevant plural word or number and vice versa;
- (b) words importing a gender include all other genders;
- (c) a reference to currency or the symbol "\$" is a reference to Australian currency or Australian dollars, unless otherwise expressly provided;
- (d) a reference to the word "including" means including without limitation;
- (e) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity; and
- (f) a reference to these terms and conditions means this document and includes any variation or replacement of these terms and conditions.

## 2. Membership

2.1 In consideration of the Membership Fee, the Provider grants to the Member, the non-exclusive use of the Designated Workspace for the Duration and if applicable, during the Designated Hours.

2.2 Acknowledgment - I acknowledge that Zig Zag Hub is providing membership to me and/or my business, including access to their online portal and premises. I acknowledge that access to the premises is at my own risk and I accept full responsibility for any or all risks with respect to personal injury, death and/or property damage, resulting from my use of the premises and resources. I acknowledge that the terms and conditions available on the website of the Zig Zag Hub incorporate the terms of my membership.

## 3. Terms

3.1 This Agreement commences on the Commencement Date and will remain in force for the Duration unless terminated earlier in accordance with clause 24 of this Agreement.

3.2 We provide membership to the business listed in the membership application. If the Member's business changes or is altered during the Duration, the Member must notify the Provider in writing immediately.

3.3 Each Member operates their business independent of the Provider. The Provider does not make any representations for the qualifications, skills or experience of each Member including the details another member provides about themselves on the Portal or any other communication system provided by the provider.

3.4 If an Office Key or Swipe card has been provided to an employee of the member then the responsibility will remain with the member to have the keys returned at the end of their membership.

3.5 The communal printer may be used but not excessively, each membership is allowed 20 black and white copies each week as part of the membership fee. Over 20 copies in a week (Monday – Friday) will be subject to pay for the copies, through their membership fee.

3.6 An office (internal and external) Membership will not be allowed printing privileges and will need to organise their own printer for their office. If they wish to use our printing services, there will be an added cost to their monthly membership.

## 4. Membership Fee

4.1 The Member shall pay to the Provider, the Membership Fee in advance and without deduction on a monthly basis.

4.2 The Member shall also provide a security deposit to the Provider on or before the Commencement Date in a sum equal to one month's Membership Fee.

4.3 The Provider reserves the right to adjust the Membership Fee. The Provider will give at least one month's notice for any increase in the Membership Fee.

4.4 The Membership Fee is GST inclusive unless stated otherwise.

4.5 The Membership Fee is not refundable upon request in any circumstances.

4.6 We reserve the right to suspend or terminate any membership if the Membership Fee is overdue by 14 days or more.

4.7 Late fees may be charged for any unpaid fees.

## 5. Member Warranties and Obligations

5.1 You warrant that:

- (a) you are at least 18 years old;
- (b) the details you provide to us, about yourself are true, accurate and complete; and
- (c) you have the authority to provide such information to us;

5.2 You must:

- (a) act honestly and always in the best interests of the Provider;
- (b) promptly follow all lawful and proper directions from the Provider in respect to your conduct in relation to your membership;
- (c) comply with all applicable laws and regulations with respect to your membership; and
- (d) at all times in communications with other members, the Provider's clients, and Guests conduct yourself in a manner that protects the Provider's reputation.

## 6. Guests

6.1 The Member is liable for the Guest. The Member must accompany the Guest while they are on the Premises.

## 7. Rights

7.1 This Membership does not give the Member any estate, right or interest in the Designated Workspace and it does not exclude the Provider from the possession and control of the Designated Workspace.

7.2 This Membership is personal to the Member and is not capable of being assigned.

7.3 The Member must not impede in any way the officers, servants or representatives of the Provider in the exercise by them of the Provider's right of possession of the Designated Workspace.

## 8. Insurance

8.1 The Provider's insurance covers only the Provider and its staff. The Member is responsible for taking out their own insurance to cover their equipment and other property.

8.2 The Member must affect and maintain insurances including public liability insurance in the sum of \$5,000,000.00 and all other insurances in respect of any loss or injury in relation to the rights granted to the Member under this Agreement.

8.3 The Member must produce to the Provider on request, a copy of such insurance policies and evidence of payment of premiums.

8.4 The Member must comply with, and ensure that their business complies with, all of the terms and conditions of any insurance policy.

8.5 The Member must not do or allow anything which would prejudice any of the insurances or cause them to be terminated.

## 9. Use of Premises

9.1 The Member must only use the Premises for business purposes, and the company specified in the Member's application, unless they have obtained the Provider's prior written consent.

9.2 The Member must not sleep on the Premises at any time.

9.3 The Member may use the Premises address as their business address and/or registered office.

9.4 The Member and the Member's Guests must not smoke on the Premises at any time

9.5 The Member must comply with the Provider's policies and procedures. Without limitation this entails that the Member must:

- (a) not conduct themselves in an offensive manner to our staff or other members or their Guests;
- (b) keep the Designated Workspace and the adjacent area clean and free of rubbish;
- (c) use the facilities available at the Premises for their intended purpose;
- (d) take good care of all aspects of the Premises;
- (e) not hinder or avert the use of the Premises by other members or their guests; and
- (f) not be intoxicated or under the influence of any other substance which hinders the use of the space for other members in any form.

9.6 If any of the above conditions are breached the Provider reserves the right to have the Member vacate the Premises immediately and an evaluation of the agreement will be performed by the Provider. Penalties include termination of this Agreement without refund of the Membership Fee.

9.7 The Provider shall permit the Member to use the services and facilities, including wi-fi. However, the Provider does not warrant that any such services or facilities will always be available during the Agreement.

9.8 A swipe card is required by all members to access the Premises. These cards will be issued by the Provider and will be subject to payment of a deposit. To ensure security in the space, the Member must not lend their swipe card to any other person and, must notify us immediately if it is lost or stolen.

## 10. Desk usage

10.1 The Member has the exclusive right to use the desk(s) allocated to them in the Designated Workspace.

10.2 The Provider reserves the right to vary the desk(s) allocated to the Member from time to time at their discretion. The Provider will provide five days' notice of any variations.

10.3 If the Member has a daily or hot desk membership then they will have a non-exclusive right to use the desk(s) identified as being communal desks.

10.4 The Member must not allow any other person, including other members, to use their desk without the Provider's prior written consent.

10.5 The Member must not touch or remove anything from another member's desk without their expressed permission.

10.6 The Provider reserves the right to use all desks for events. If the Provider requires the Member's desk(s) or Designated Workspace, the Provider will notify the Member in writing with the proposed date and nature of the event. The Member must remove their property from their desk(s) and/or Designated Workspace in advance of the event.

## 11. Safety

11.1 The Provider will take steps to maintain a safe and secure environment, though the Provider gives no representations that the Premises are safe or secure for the Member's equipment or other property, nor that the electricity supply will not damage the Member's equipment. The Provider is not liable for any theft, loss or damage to the Member's equipment or other property.

11.2 It is the Member's responsibility to check that any equipment they bring onto the Premises is not faulty and is not a safety risk to other members.

- 11.3 The Provider reserves the right to examine and assess any equipment brought onto the Premises. The Provider reserves the right to prevent the Member from using any equipment and have it removed from the Premises if they decide it is necessary.
- 11.4 The Member must not use any equipment in the Premises that is likely to create a noise level that is unreasonable for other members.
- 11.5 The Member must not install any equipment that may overload the accessible electricity supply.

## **12. Empowering Women in Business Program**

- 12.1 If you will not be able to make a session it is advisable to email [info@zigzaghub.com.au](mailto:info@zigzaghub.com.au) to notify 24 hours prior.
- 12.2 We ask that you are punctual and prepared for each session
- 12.3 Be respectful of time, please allow enough time for all attendees to discuss their issues.
- 12.4 Be respectful of all/any information you may obtain as a result of the group discussion – The open discussions are commercial in confidence.
- 12.5 Conflict of interest – Please inform the group organiser of any potential conflict of interest as soon as you are aware of it.
- 12.6 If you have something confidential as to your business, then we advise that you keep that private and only disclose the parts that you would like to make public.
- 12.7 The program is copywrite so that all IP from the program is owned by Carmen Rudd Pty Ltd trading as Zig Zag Hub
- 12.8 We do not guarantee your success by completing the program.
- 12.9 We will be taking automatic deductions from your account, for the monthly payment for the Start Up and Mentoring Program.

## **13. Incubator Program**

- 13.1 If you will not be able to make a session it is advisable to email [info@zigzaghub.com.au](mailto:info@zigzaghub.com.au) to notify 24 hours prior.
- 13.2 We ask that you are punctual and prepared for each session
- 13.3 Be respectful of time, please allow enough time for all attendees to discuss their issues.
- 13.4 Be respectful of all/any information you may obtain as a result of the group discussion – The open discussions are commercial in confidence.
- 13.5 Conflict of interest – Please inform the group organiser of any potential conflict of interest as soon as you are aware of it.
- 13.6 If you have something confidential as to your business, then we advise that you keep that private and only disclose the parts that you would like to make public.
- 13.7 The program is copywrite so that all IP from the program is owned by Carmen Rudd Pty Ltd trading as Zig Zag Hub
- 13.8 We do not guarantee your success by completing the program.
- 13.9 We will be taking automatic deductions from your account, for the monthly payment for the Incubator Program.

## **14. Security**

- 14.1 The Provider reserves the right to monitor all internet activity on their network and/or using their resources by the Member.

## **15. Internet**

- 15.1 The Provider makes no representations as to the security of the network or the internet or of any information that the Member places on it. The Member is responsible to adopt any security measures they believe are appropriate to their circumstances.
- 15.2 The Provider cannot guarantee that a level of availability will be provided in relation to the Members use of the network or internet.
- 15.3 The Member's network activity may be monitored from time to time to improve performance and to ensure the Provider is complying with their legal and security obligations.
- 15.4 All due care will be taken to ensure personal communications are not interrupted.
- 15.5 The Member must not use the internet access provided for excessive downloads or for a purpose considered to be illegal in Australia.

## **16. Confidentiality**

- 16.1 The Provider will take reasonable measures to maintain the confidential information of the Member, though the Provider gives no representations that the Member's information may not be divulged.
- 16.2 The Provider excludes liability for any loss of customers, loss of capital, damage to reputation, loss of profit, loss of revenue, loss of data, Consequential Loss or special loss, damage or expense incurred by the Member by the disclose of their confidential information.

## **17. Limitation of Liability**

- 17.1 The Provider is not liable to the Member for any loss of customers, loss of capital, damage to reputation, loss of profit, loss of revenue, loss of data, Consequential Loss or special loss, damage or expense incurred by the Member or otherwise arising from or in relation to the use by the Member of the Premises.
- 17.2 The Provider is not responsible for:
  - (a) any injury (whether physical or mental) that occurs; or
  - (b) any loss of or damage to property from or in relation to the Member's use of the Designated Workspace.
- 17.3 To the full extent allowed by law, the Provider's liability for any breach of a guarantee, condition or warranty is limited to the cost of the Membership Fee paid by the Member in respect of their membership in the year proceeding the incident to which the liability occurs.

## **18. Indemnity**

- 18.1 The Member shall indemnify the Provider for all claims made by any person in respect of any liability suffered as a result of the exercise of the rights granted by this Agreement and shall compensate the Provider in full on demand for all losses and expenses incurred by the Provider as a consequence of a breach of this agreement by the Member.
- 18.2 The Member indemnifies the Provider against, and agrees to pay on demand, any and all damage, accountability or costs (including third party claims for personal injury, death or tangible property damage) suffered or sustained by the Provider or their officers, employees, contractors, representatives and visitors arising from or in connection with the Member's conduct or omissions or those of the employees of the Member's business, including:
  - (a) fraud, unlawful conduct or wilful misconduct;
  - (b) fraudulent or innocent misrepresentation;
  - (c) negligence;
  - (d) breach of these terms and conditions or any of our policies; and
  - (e) breach of any laws.

## **19. Policies**

- 19.1 The Member must comply with all House Rules relating to membership and use of the Premises and the amenities in the Premises (Policies).
- 19.2 The Member must keep up to date with the policies for any amendments made by the Provider. The Provider will attempt to provide notice of any amendments but are under no obligation to do so.
- 19.3 The Member must inform any Guest about the Policies and take all practicable steps to ensure that the Guest complies with the Policies.
- 19.4 The Member must comply with and ensure that their company complies with all Australian laws and regulations that govern the conduct of business.
- 19.5 The Member must not conduct any business, that may inhibit the use of the Premises by the Provider or any other members and their guest(s), or that may produce any nuisance, increase the insurance premiums the Provider has to pay, or damage the Provider's reputation or that may lead to any loss or damage.

## **20. Defamation**

- 20.1 The Member will not, throughout and succeeding the term of this Agreement, compose, declare or transmission (by any method or through any medium) any declaration which defames or damages (or which might have the consequence of defaming or damaging) the reputation of the Provider or any of their officers, employees, contractors, representatives and/or visitors.

## **21. Non-Solicitation**

- 21.1 At any time during this Agreement, and for a period of 6 months succeeding this Agreement, the Member must not contact any of the Provider's employees and/or contractors, with the intention of coaxing that person to terminate his or her employment or contract with the Provider.
- 21.2 The Member may employ a person who was previously employed by the Provider if:
  - (a) that person terminated employment, or their contract concluded more than 6 months before being employed or contracted by the Member; or
  - (b) the Provider provides consent to the Member and, if demanded, the Member immediately compensates for all practical expenses that were incurred in recruiting and training a replacement.
- 21.3 If after this Agreement the Member engages with another co-working organisation, the Member must not contact any other members with the intention of coaxing that member to terminate their membership with the Provider.

## **22. Use of the Zig Zag Hub name and Intellectual Property**

- 22.1 The Member acknowledges that any intellectual property relating to the Provider and/or appearing on the Member's Portal remains the property of the Provider and/or their licensors.
- 22.2 The Member agrees not to replicate or use without the Provider's prior written consent the name, brand, logos or other intellectual property of the Provider.

## **23. Termination**

- 23.1 The Provider or the Member may bring this Agreement to an end at any time by giving no less than 30 day's prior written notice to the other party.
- 23.2 The Provider may by written notice terminate this Agreement immediately without liability for compensation if:
  - (a) the Member does not pay the Membership Fee within 14 days of being due;
  - (b) the Member fails to comply with any of its express or implied obligations under this Agreement or any supplemental to it;
  - (c) the Member convenes a meeting of its creditors or other action to be taken with a view to its liquidation;
  - (c) the Member dies, becomes bankrupt, has a receiving order made against it, makes any arrangement with his creditors or suffers any similar action as a result of debt;
  - (d) the Member is in breach of any of the terms of this Agreement, where the breach is able to be remedied, and the Provider has provided the Member written notice of the breach with 14 days to remedy the breach, and the Member has failed to remedy the breach in that 14 day period; and/or
  - (e) The Member breaches any of the conditions outlined in these terms and conditions.

## **24. Post-Termination**

- 24.1 The Member must vacate the Premises immediately;
- 24.2 On or before the last day of the membership, the Member must return all keys, swipe cards and other property belonging to the Provider. A fee will be charged at the Provider's discretion for any items that are not returned within 24 hours of the Agreement being terminated;
- 24.3 When the Member vacates the Premises, they must leave the Designated Workspace and the adjacent area clean and free of any rubbish and in the same condition as it was when they took possession (fair wear and tear excluded);
- 24.4 The Provider reserves the right to charge additional fees for any repairs required to restore the desk and adjacent area to the condition it was when the member took possession (fair wear and tear excluded); and  
If the Member leaves any property in the Premises, the Provider may dispose of that property at the Member's cost in any way the Provider chooses. The Provider is not obliged to credit to the Member any proceeds they receive (if any) from the sale of the Member's property.

## **25. General**

- 25.1 This Agreement constitutes the complete understanding of the subject matter between the parties and no waiver or modification of any provision is valid unless in writing and signed by the parties.
- 25.2 No party may assign or otherwise transfer any or all of their rights arising out of this Agreement without the written consent of the other party.
- 25.3 If any provision of this Agreement is held to be invalid in any way or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such invalid, illegal or unenforceable provision shall be deemed not to be part of this Agreement.
- 25.4 Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this membership. A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party. No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that

term or of a breach of any other term of this Agreement.

- 25.5 The Member acknowledges that, in entering into this Agreement, it has not relied upon any statement, representation, warranty or condition made or given by the Provider or any person on its behalf in respect of the subject matter of this Agreement, other than those expressly contained herein.
- 25.6 If a dispute arises between the parties in respect of or in connection with this Agreement (including the validity, breach or termination of it) the parties must, without prejudice to any other right or entitlement they may have, explore whether the dispute can be resolved by agreement between them using informal dispute resolution technique such as direct negotiation between the parties.
- 25.7 This Agreement may only be varied by a document executed by or on behalf of each party to this Agreement.
- 25.8 This Agreement shall be governed by and construed in accordance with the laws of the state of New South Wales and the parties submit to the jurisdiction of the courts of that state.
- 25.9 The Member must comply with the rules of use of the Premises and Designated Workspace, as amended from time to time.
- 25.10 If the Provider allows the Member to continue using the Designated Workspace after the end of the Agreement, then this Agreement becomes a month to month membership subject to the existing terms of this Agreement provided that the Provider may change the Membership Fee.
- 25.11 Clauses 5, 10, 16,17, 18, 20, 21, 22, 23, 24 and 26 will remain valid and binding upon each party following expiry or termination of this Agreement.

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