

## Member Terms And Conditions

The following paragraphs outline the terms and conditions (Terms) on which Happy Hubbub Pty Ltd of 239a Murray Rd, Preston, VIC 3072 (we, our, us) grants Membership to the Member (you, your).

### 1. DEFINITIONS

In these Terms, the following definitions apply:

**Fee** means the fee specified on the Website as applicable to your Membership, as may be varied by us from time to time in accordance with clause 5.4.

**Host** means the person on the Reception desk.

**Member** means a person granted Membership by us.

**Membership** means the membership level selected by you.

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

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

**Services** means the services included in your Membership as identified on the Website, as updated and amended by us from time to time.

**Space** means the buildings and facilities where our work hubs are located at the addresses listed on the Website.

**Studio** means a private, lockable office within the Space.

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

**Website** means our website located at [www.happyhubbub.com.au](http://www.happyhubbub.com.au).

## 2. THE MEMBERSHIP

- 2.1. 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 [info@happyhubbub.com.au](mailto:info@happyhubbub.com.au) so we can try to address your concerns.
- 2.2. 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 so that we can try to find a way of addressing this.
- 2.3. Your Membership is personal to you. You may not transfer your Membership to someone else without us agreeing to it in writing first.
- 2.4. You agree to comply with your obligations under these Terms, and with any additional obligations contained in any of our Policies.

## 3. THE SPACE

- 3.1. The Space is a shared office and we ask that you consider other Members and use the Space in a respectful way. The use of illegal drugs, intoxication, 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 Space, and suspend or cancel their Membership.
- 3.2. The Space is a collaborative workspace, and you may find that you are working in close proximity to individuals or organisations that 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 generally are adhered to.
- 3.3. You acknowledge that due to the shared nature of the Space, sensitive information may sometimes be overheard, and you agree to respect the right of privacy and confidentiality of other Members in such circumstances.
- 3.4. Where your Membership entitles you to access the Space, this is a licence to use the Space, and does not give you an exclusive right to any part of the Space. You are responsible for ensuring that the Space meets the needs of your business or enterprise. We make no warranties or representations that the Space is suitable for the purpose you intend to use it for.
- 3.5. Where your Membership entitles you to full-time use of a Studio within the Space, this is a licence to exclusive use of the Studio and one car parking space, but does not give you an exclusive right to any other part of the Space. You are responsible for ensuring that the Studio meets the needs of your business or enterprise. We make no warranties or representations that the Studio is suitable for the purpose you intend to use it for.
- 3.6. 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 Space is inspected and tested in accordance with AS/NZS 3760:2010.

3.7. You acknowledge that you will be liable for, and agree to indemnify us 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 employees or your guests. This includes, but is not limited to, damage caused by non-compliant electrical equipment or electrical equipment not fit for use in Australia.

3.8. You are responsible for making good or indemnifying us (at our option) for any damage caused to the Space or Our Property by you, your employees or your guests (excluding fair wear and tear).

3.9. 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 employees and guests) whilst in the Space. This includes using Our Property and Your Property safely, for the purpose it was intended for, and with a reasonable amount of care.

3.10. If you see anything you consider unsafe in the Space, or witness another Member or any of our employees doing anything unsafe, please notify us within 24 hours of the incident occurring, and we will take all reasonable measures to rectify the issue.

#### 4. MAKING CHANGES OR CANCELLING

4.1. We may amend these Terms at any time by providing 30 days' written notice. If we choose to do so, we will inform you in writing. If you are unhappy with any proposed changes contact any of our staff members and we will use reasonable endeavours to address your concerns.

4.2. You may change your personal and billing information and change or cancel your Membership by contacting [info@happyhubbub.com.au](mailto:info@happyhubbub.com.au) or speaking to the Host. You must do this at least 30 days prior to the day you require the change or cancellation to take effect. You must provide 90 days notice to cancel your Studio Membership.

4.3. We may cancel your Membership with immediate effect if you:

- a) breach your obligations in clause 3.1;
- b) 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;
- c) fail to pay the Fee, and such failure is not remedied within 14 days; or
- d) 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.

4.4. Termination of your Membership under clause 4.3 will not entitle you to a refund for any portion of the Fee, and you shall remain liable for any amounts which have become due but remain unpaid.

4.5. We may cancel your Membership at any time by providing you with 30 days' written notice.

4.6 Absences – including for illness – incur full fees for permanent childcare bookings. Casual childcare bookings must be cancelled with at least 24 hours’ notice; night-before or same-day cancellations incur full fees.

4.7 For Members taking holidays, coworking catch-up sessions may be arranged for weeks missed; however, childcare fees are still applicable for permanent spots. For extended absences of a month or more, Members may cancel their childcare (with 30 days’ written notice) and re-join at a later date; however, Happy Hubbub cannot guarantee preferred session times/days will remain available.

## 5. MEMBERSHIP FEES

5.1. We will provide you with the Services in consideration for you paying the Fee in the manner identified in clause 5.2 below.

5.2. Unless otherwise agreed between us, we only accept payment of the Fee by automatic direct debit from a bank account or credit card nominated by you (Visa and Mastercard). The Fee will be debited monthly in advance from your nominated account on or around the date of membership commencement of each month, or the next available business day, and will continue to be debited until your Membership ends in accordance with clause 4.

5.3. 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 Fee 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.

5.4. The Fee may be subject to review each calendar (January – December) or financial year (July – June) at our discretion. You will be notified in writing at least 30 days prior to any increase in the Fee taking effect.

5.5. Unless you are notified otherwise, the Fee and any other prices referenced on the Website or otherwise communicated to you are quoted inclusive of GST.

5.6. Childcare fees are paid a week in advance via direct debit, with statements issued weekly via email. Consult the Payment of Fees & Bookings policy for further details (see clause 8.5.).

## 6. MEETING SPACES AND VENUE HIRE

6.1. Two communal meeting spaces in the Space, the Small Meeting Room and the Boardroom, are available to you free of charge. These meeting spaces are for the shared use of all Members, and free meeting room bookings are limited to 1 hour per day.

6.2. Meeting spaces must be booked via the Host or any booking tool made available to you by us. We do not provide any guarantees as to the availability or suitability of your desired 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.

6.3. Members may book the Small Meeting Room or Boardroom for longer than 1 hour, or hire other spaces within the Space for any length of time, and receive a 10% discount off standard venue hire rates referenced on the Website or otherwise communicated.

## 7. FAIR USE BY MEMBERS

7.1. We can only provide the Services for the Fee quoted if Members use the Space fairly. We believe that using the Space fairly means that you:

a) only use the Space for the number of days per month allocated to your Membership;

b) limit the number of guests you bring into the Space. Excluding meeting room bookings and venue hire, we consider that two guests 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; and

c) limit printing to a reasonable amount, in accordance with any policies introduced from time to time by us and communicated to you. Unless otherwise notified by us, we consider a maximum of 20 black and white pages per Member per visit as reasonable (colour and bulk printing is available at an extra charge).

7.2. You must not use the internet access provided for excessive downloads or for any illegal purpose. This includes, but is not limited to, the use of any torrent client software.

7.3. If your guests would like to work in the Space for all or part of the day, they are welcome to purchase a day pass, or discuss membership options by contacting our staff in the Space or via phone or e-mail.

7.4. Continued abuse of the fair use requirements in clause 7.1 may result in the suspension or termination of your Membership.

## 8. USE OF THE CHILDCARE FACILITY

8.1. Hubbub childcare is a licensed long day care facility, Service Approval SE-40007451, as per the *Education and Care Services National Law Act 2010*, and the *Care Services National Regulations 2011*. The childcare is approved for the purposes of accessing Child Care Benefit and Child Care Rebate, CCB Approval: 4-4CODIAQ.

8.2. The childcare facility is for use by Members' children only. Members do not have to cowork each day their child is in care but they must be active participants of the coworking community.

8.3. Happy Hubbub management reserve the right to refuse entry to a child they feel may be a danger to any other child or staff member.

8.4. While we will do our utmost to ensure the safety of your child's belongings we do not accept liability for loss or damage to any personal belongings brought into the childcare facility.

8.5. A copy of all childcare policies is on display in Reception. Families may also request a copy of these policies, either by email or hard copy. Families should also receive a Family Handbook prior to or upon commencement of childcare and may request a copy, either by email or hard copy.

## 9. SECURITY & CONFIDENTIAL INFORMATION

9.1. **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.

9.2. You are responsible for ensuring that your Confidential Information, and that of any of your employees, remains secure within the Space and through your use of the Portal. We will not be liable for any unauthorised disclosure of your Confidential Information, unless such disclosure occurs as a result of a breach of our confidentiality obligations to you.

9.3. We make no representations about the security of our internet connection, and you must take reasonable security measures (i.e. encryption) as are necessary for your business or enterprise.

9.4. A swipe card is needed by all Members to access the Space. One swipe card is included per Membership, except for Casual users, who may purchase a swipe card for \$15. Swipe cards are not transferrable and must be returned to us at the end of your Membership. To ensure security in the Space you must not lend your swipe card to any other person, and must notify us immediately if it is lost or stolen. If you lose your swipe card you must purchase a new card from us.

9.5. Studio Members are required to pay a key deposit of \$100 for their Studio and gate keys. The keys must be returned at the end of your Membership, at which point the deposit is redeemed. To ensure security in the Space you must not lend your keys to any other person, and must notify us immediately if they are lost or stolen. If you lose your keys you must purchase a new set from us.

## 9. LIABILITY AND INSURANCE

10.1. We maintain a public liability insurance policy that covers the Space and we carry our own contents insurance. Our contents insurance does not extend to Your Property or the property of your 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.

3.11. If your Studio membership provides a service requiring you to regularly interact with customers or members of the public at Happy Hubbub, you must supply a Certificate of Currency of your public liability insurance policy to Happy Hubbub.

10.2. Our staff oversee the Space during business hours (8.30am-5.30pm, 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 Space.

10.3. 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.

10.4. You will indemnify us for any loss incurred by us or any claim against us resulting from a breach of you by these Terms or any action of your employees or guests you bring into the Space.

10.5. 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*.

## 10. 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 Space, 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.

## 11. 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 Australia Privacy Principles very seriously and have implemented practices, procedures and systems to ensure we comply with those laws. You can access our privacy policy via the Website or request a hard copy from us.