

Terms and Conditions

The following paragraphs outline the terms and conditions (Agreement) on which The Wellness Collective on Gaffney, of 298 Gaffney Street Pascoe Vale, Victoria 3044 (we, our, us) agrees to grant you and your team members, membership; the Licence to use the Space and provide you with the Services.

By agreeing to these terms, you acknowledge that you have read and fully understood the terms set out below and agree to comply with them and the contents of our Policies.

1. Definitions

In these Terms, the following definitions apply:

Authorised Representative	means the individual accepting this Agreement, or another individual nominated by you who is authorised to legally bind the Licensee and its Team Members to these Terms, including any variations or additions.
Billing Contact	means your nominated contact person who is authorised to speak on behalf of the Licensee in relation to all billing or other Fee related enquiries.
Commencement Date	means the start date of your Membership/s, as selected by you before accepting these terms or as otherwise agreed with us.
Confidential Information	means any information that would reasonably be deemed confidential, or is otherwise marked as confidential, including information relating to either party's business, employees, clients, products and business processes.
Fees	means the membership fees and other recurring fees agreed including any one-off charges accrued by you and your Team Members, such as printing, access passes, failed payment fees and meeting space charges. Fees are quoted in AUD, exclusive of GST, and may be varied by us from time to time in accordance with this Agreement and our Policies.
Licence	means the non-exclusive licence granted by us in accordance with clause 2 for you and your Team Members to access and use the Space in connection with your Membership/s.
Licensee (you and your)	means the company, entity or individual entering into this Agreement as identified at the time of purchase.
Main Contact	means your nominated contact person who is a Member based in the Space and authorised to speak on behalf of the Licensee in relation to day-to-day enquiries.
Member	means a person granted Membership by us.
Membership	means the access we grant to Members to utilise our Space and receive the Services, as determined by each person's membership type.
Membership Term	means the period from the Commencement Date until the date that this agreement is brought to an end in accordance with clause 7.
Our Property	means any access passes, pedestal drawer keys, furniture, equipment, documents or other property in the Space that is owned or controlled by us or our third-party service providers.
Policies	means any of our codes of conduct, policies, procedures and terms of use made available to you, as added or amended by us from time to time.

Services	means the ancillary services provided by us in connection with a Membership, as may be introduced, varied or discontinued by us from time to time.
Space	means the buildings and facilities located at the addresses listed above
Team Member	means any person nominated by you to be granted Membership by us, as modified by agreement between us from time to time in accordance with clauses 3.2 and 3.3.
Your Property	means any equipment, documents, property or possessions that you or your Team Members bring into the Space.

2. Membership

2.1. In consideration for you paying us the Fees, and subject to you agreeing to and complying with the Agreement, we agree that during the Membership Term we will:

- a. grant you the Licence in accordance with this Agreement;
- b. grant Membership to your Team Members agreed between us; and
- c. use all reasonable endeavours to provide the Services in accordance with this Agreement and our Policies.

2.2. You acknowledge and agree that:

- a. you will be licensed to access and use of all of the available facilities in the Space in accordance with our Policies. The Licence does not give Members an exclusive right to any part of the Space and no relationship of landlord and tenant is created between the parties by this Agreement. This Agreement is not a lease or commercial tenancy agreement and does not confer any interest in the Space on the Licensee, or grant the Licensee any rights except as expressly set out in this Agreement;
- b. we retain control, possession and management of the Space and you have no right to exclude us from any part of it;
- c. you are responsible for ensuring that the Space and the Services meet the needs of your business or enterprise. We make no warranties or representations that the Space or the Services are suitable or will remain suitable, for the purpose for which you intend to use it;
- d. the Licence granted under this Agreement is personal to you and you must not assign, license, part with, share the possession of (other than with a Team Member), grant any mortgage, charge or otherwise deal with the Memberships, Licence or this Agreement;
- e. we will be entitled to restrict access to any part of the Space on giving you reasonable notice and you must comply with such requirement;
- f. you, your Team Members, employees and visitors must be considerate of our staff and other Members and use the Space, and our Services in a respectful way. Offensive language, threatening behaviour, abuse of our staff or other Members and theft of or damage to Our Property, or the property of another Member, will not be tolerated. We reserve the right to remove offenders from the Space and suspend or terminate their Membership and access to the Space;
- g. you, your Team Members, employees and visitors must comply with all occupational health and safety, security, environmental, and any other governmental requirements when using the Space or Services;
- h. any use of our intellectual property, including but not limited to entity names, trademarks, logos, marketing material and images or video of our Space, must be in accordance with our brand guidelines. You must not use the building name of the Space without our prior consent (which may also require our landlord's consent). On written notice from us you must amend or cease such use; and
- i. you must not approach or otherwise solicit any of our staff, or entertain any approach from our staff (excluding where such approach is in response to a publicly advertised advertisement), to enter into an employment, contractor or other similar arrangement for labour or services (directly or indirectly) during or for a period of 6 months after the Licence Period without our express written permission.

- 2.3. You warrant to us that:
- the Authorised Representative is authorised to enter into this Agreement and any subsequent variations or additions on behalf of the Licensee and to legally bind the Licensee to its terms; and
 - you and your Team Members, employees and visitors are aware of and will comply with your obligations under this Agreement, including any variation agreed between us in writing, and with any additional obligations contained in any of our Policies.
- 2.4. You must advise us of your Main Contact, Billing Contact, and Team Member information. It is your responsibility to keep this information is kept current and may be updated by you by emailing info@twcog.com.au

3. Memberships

- 3.1. We may be unable to grant Memberships or additional Team Members if the Space has reached its maximum capacity.
- 3.2. Membership is personal to each Member and must not be transferred to anyone else. You must provide at least three (3) business days' notice of any team member changes
- 3.3. Each Member or visitor will be required to provide photo ID before being issued with an access pass or key enabling them to enter the Space, and for security purposes this photo ID may be stored on our database.
- Access passes/keys:
- are individual to each Member, are not transferable and must not be given to any other person for any reason;
 - must not be copied or tampered with; and
 - must be returned to us at the end of the associated Membership or visit.
- 3.4. You or your Team Member must notify us immediately if an access pass or key is lost or stolen and we will cancel and deprovision the original access pass and issue a replacement at your expense. If you or a Team Member lose any key provided by us, we may charge you the cost of replacing such key.
- 3.5. Members can only access the space on the day(s) allocated.

4. Fees

- 4.1. Unless you are notified otherwise, the Fees and any other prices referenced in our website, Policies, or otherwise communicated to you are quoted in AUD and are exclusive of GST.
- 4.2. We only accept payment of the Fees by automatic direct debit from a bank account or credit card nominated by you (Visa, Mastercard). If a direct debit attempt fails for any reason, you will be charged a failed payment fee to compensate us for our associated costs. Other dishonour, reversal or international transfer fees may also apply. A transaction fee of 1.5% will apply for all Visa and Mastercard payments. If you pay us via an automatic direct debit, you must also provide us with a valid credit card and we are authorised to debit any amounts payable in accordance with this Agreement from this credit card if we are unable to debit your nominated bank account for any reason. Your nominated Billing Contact can change your billing information via email.
- 4.3. Any invoice which remains overdue for a period of 15 days or more will incur a late payment fee of \$50 plus 2% of the value of the overdue invoice amount.
- 4.4. Recurring Fees will be debited monthly in advance on or about the 1st day of each month and will continue to be debited for the duration of the Licence Period. Any additional or one-off fees incurred by you or your Team Members will be debited from your nominated account or to your credit card on file.
- 4.5. We will invoice you for all Fees due under this Agreement and any other agreements with us in one monthly invoice

5. Technical Services

- 5.1. We provide internet access for Wi-Fi enabled devices in accordance with our Policies. You and your Team Members must observe the technical requirements outlined in our Policies to ensure optimal performance on our networks. We reserve the right to revoke network access from any device if we are concerned the device may pose a threat to the security of our network or other users. You must not install any additional IT infrastructure or modify our existing infrastructure without our prior consent, which may be withheld or conditioned at our sole discretion
- 5.2. Our technical services are provisioned via third party providers and may be subject to outages from time to time, including our network, internet access, additional services and customised solutions. Where there are planned outages, we will notify you accordingly and we will make every effort to maintain the uptime and reliability of the network and associated services, however, we will not be held responsible or be liable for any interruptions, outages, or performance issues.
- 5.3. You and your Team Members must do all things that a reasonable and prudent person would do to ensure that all your information and other data is protected at all times from misuse, damage or destruction by any person, or unauthorised access or use by a third party.
- 5.4. Whilst we use all reasonable endeavours to protect our networks from data breaches and malicious behaviour, we make no representations about the security of our internet connections or networks and you must take reasonable security measures (i.e. encryption) as are necessary for your business or enterprise.

6. Fair use of Services and Space

- 6.1. You and your Team Members must:
 - a. comply with our policies;
 - b. only use the Space for the number of days per month allocated to your/their membership;
 - c. not use our Services or Space for any illegal, harmful or noxious purpose and maintain the Space and Our Property in good condition (reasonable Wear and Tear excepted).
- 6.2. You must not make any alterations to the Space, or bring any additional furniture, fixtures, fittings, signage or decorations into the Space without our prior written consent.

7. Term and Termination

- 7.1. Unless this Agreement or a Membership is terminated in accordance with clause 7.2, 7.5 or 7.6, each Membership will automatically renew for a further month, on the same terms and conditions unless varied in accordance with clause 12.1, until terminated in accordance with this clause 7;
- 7.2. To terminate this Agreement or a Membership granted under this Agreement, a party must provide the other party with at least 1 calendar months' notice in writing
- 7.3. If notice of termination is provided in accordance with clause 7.2, this Agreement, or a Membership granted under this Agreement, will terminate, and you and your Team Members, or the relevant Member (as applicable) will be required to vacate the Space, effective at 4:00pm on the last day of the calendar month following the expiration of the 1 month notice period. Example: If notice of termination of this Agreement or a Membership is received by us on 15 March, the Agreement or Membership (as applicable) will terminate on 30 April.
- 7.4. You remain liable for all Fees due under this Agreement up to and including the effective termination date.
- 7.5. Either party may terminate this Agreement by providing the other party with notice in writing, with immediate effect if the other party, or in our case, if any of your Team Members, breaches:

You and your Team Members must:

- c. the obligations in clause 2.2.f) or 2.2.j); or
- d. any of the other obligations in this Agreement and, if such breach is capable of remedy, does not remedy the breach within 10 business days of being notified of the breach or failure in writing.

7.6. We reserve the right to terminate this Agreement with immediate effect in the event that our right to occupy the Space and grant you the Licence is terminated. In such circumstances we will provide written notice to you of termination of this Agreement and the reason for termination.

7.7. If this Agreement is terminated:

- a. we will cancel and deprovision all Membership/s associated with this Agreement and you and your Team Members will be required to vacate the Space on or prior to 4:00pm on the effective termination date; and
- b. you must pay us all outstanding Fees up to and including the effective termination date immediately.

7.8. Termination of this Agreement will not affect any rights, remedies, obligations or liabilities that have accrued during the Membership Term, including any obligation to pay the Fees.

8. Obligations on Termination

8.1. On termination of this Agreement or any Membership you acknowledge and agree that:

- a. you must not carry out any repairs required to make good the Space or Our Property, we will make arrangements for any repairs we deem necessary; and
- b. you will be liable for all associated costs of repairs incurred by us and which are required to make good any damage caused by you or your Team Members to the Space or Our Property and such costs will be due immediately.

8.2. It is your responsibility to ensure that you return any items of Our Property utilised by you or your Team Members, including access passes and keys. If you lose such items and require a replacement or fail to return them on or before the day you vacate the Space, you will be required to reimburse us for any reasonable costs directly incurred by us, and such costs will be due immediately and may be deducted by us from your credit card nominated under clause 4.2.

8.3. On the day you vacate the Space, you must ensure that all of Your Property and the property of your Team Members, employees and visitors has been removed, and you acknowledge and agree that:

- a. any of Your Property left in the Space may be disposed of in a manner determined by us; and
- b. you will be liable to reimburse us for any fees or costs incurred for the storage, removal or disposal of such property, including any costs incurred as a result of responding to any third parties holding an interest over Your Property

9. Relocation

9.1. We reserve the right to require you and any of you Team Members to relocate to an alternative area during the Membership Term, by providing you with at least 3 months' written notice.

9.2. Any alternative area made available to you in accordance with this clause 9 shall be comparable to any area used by you immediately prior to the relocation.

9.3. If we provide you with notice under clause 9.1, you must vacate the relevant area no later than the date set out in our written notice.

10. Liability and Insurance

10.1. We will maintain a general liability insurance policy that covers the Space and will carry our own contents insurance. Our contents insurance does not extend to Your Property. Excluding loss or damage due to our gross negligence or wilful misconduct, to the extent permitted at law we are not responsible for Your

Property or the property of your Team Members, employees or visitors. You agree to secure Your Property and take out your own insurance policies to ensure that Your Property and any other liabilities are covered, including contents, general liability, any applicable State or Territory workers compensation and any other insurance we deem is required for you to hold.

- 10.2. Use of the Space by you, your Team Members, employees and visitors is entirely at your own risk. To the extent permitted at law, and excluding claims which arise due to our gross negligence or wilful misconduct, you release us from all claims resulting from:
- any loss or damage to Your Property or the property of your Team Members or visitors;
 - the death or injury of any person occurring in or near the Space; and
 - any other loss caused by an act or omission by us not otherwise dealt with in this Agreement.
- 10.3. Without limiting your indemnity obligations under clause 10.4 or your liability to pay the Fees, to the extent permitted at law, each party's aggregate liability to the other party for loss or damage arising out of this Agreement is capped at the equivalent of 12 months' Fees under this Agreement and neither party will be liable for any indirect or consequential loss, including, but not limited to, any loss of actual or anticipated business, income or loss of opportunity.
- 10.4. You agree that you will be liable for, indemnify us and must keep us indemnified (including our employees and contractors) for and against any claims, actions, proceedings, demands, expenses, costs and loss (including legal costs on a full indemnity basis) brought against us or which we may pay, sustain or incur in connection with any one or more of the following:
- damage caused to the Space or Our Property by you, your Team Members, employees, visitors or pets you or your Team Members bring into the Space;
 - your failure to pay the Fees;
 - any wrongful or negligent acts or omissions or acts of wilful misconduct by you, your Team Members, employees or visitors;
 - any breach of any laws or regulations including fire regulations; or
 - any breach of the obligations of confidentiality in clause 13.
- 10.5. A party must promptly inform the other party if the affected party becomes aware of an event that would allow them to make a claim under an indemnity in this Agreement and will take all reasonable steps to mitigate any losses, liability, expenses, costs and charges arising from any such event and not settle any such claims without the other party's consent.
- 10.6. We are not liable for, and do not provide any guarantees in relation to the provision of products or services supplied by third parties, which may be made available to Members via our Portal or other means and which may be included in the Fees. The third party provider's terms and conditions will apply to any product or service you or your Team Members purchase. We may receive referral fees or other benefits from such third parties in connection with the purchase or use by Members of such third party products or services.
- 10.7. Nothing in this Agreement excludes or limits 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.

11. General Provisions

- 11.1. We may assign this Agreement in whole or in part to a third party by providing you notice in writing.
- 11.2. This Agreement is governed by and construed under the laws in the State of Victoria, Australia. Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of Victoria, Australia. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia, with respect to all matters arising under or relating to this Agreement.
- 11.3. Agreement may be made via electronic communications, such as email, provided that the communication identifies both parties, indicates the approval of both parties and the communication is reliable as appropriate for the purposes of making such agreement.

- 11.4. In the event of any conflict between this Agreement and any other document or terms forming part of the Agreement, the following order of precedence will apply:
- a. the terms of this Agreement (as may be amended or updated by us in accordance with its terms); then
 - b. our Policies.
- 11.5. Any provision of this Agreement which is invalid must be read down to the minimum extent necessary to achieve its validity (if applicable) and be severed from this Agreement in any other case, without invalidating or affecting the remaining provisions of this Agreement.
- 11.6. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision and no right under this Agreement shall be deemed to be waived except by notice in writing agreed by both parties.
- 11.7. This agreement is not to be construed against a party merely because that party was responsible for preparing it.

12. Variations

- 12.1. We may amend the terms of this Agreement by providing you with at least 3 months' written notice. If we provide you with notice of a variation in accordance with clause 12.1, such variation will take effect on the date 3 months from our written notice of variation and unless we receive notice of your intention to terminate this Agreement in accordance with clause 7, effective prior to the date the variation takes effect, you will be deemed to have accepted such variation.

13. Confidentiality and Privacy

- 13.1. Any Confidential Information you give us, or we give you, your Team Members, employees or visitors remains confidential. Both parties agree to take reasonable care to protect any Confidential Information that may be disclosed to or by either party or other Confidential Information of either party that the other party may otherwise become aware of and not disclose it to any third party, whether during or after the Licence Period.
- 13.2. Notwithstanding clause 13.1, you acknowledge and agree that we may be required to disclose Confidential Information to our landlords in accordance with the terms of our lease agreements, however, any such disclosure will be made on a strictly confidential basis.
- 13.3. We handle your personal information and that of your Team Members in a manner consistent with the Australian Privacy Principles within the Privacy Act 1988 (Cth). You must ensure that all of your Team Members are made aware of our identity and the contents of our privacy policy and warrant to us that we are authorised to collect the personal information of your Team Members from you and use that personal information for the purposes set out in our privacy policy or otherwise for the purposes contemplated by this Agreement.
- 13.4. Access to buildings may leverage biometric data for face ID verification. We will:
- a. use your biometric data solely for the purpose of granting building access
 - b. securely store your biometric data on the equipment controlling building access
 - c. delete your biometric data upon termination of the contract or upon request

By supplying your biometric data, you;

- a. consent to us storing your biometric data on the system that provides building access

- b. authorise the use of your biometric data solely for the purpose of building access
- c. acknowledge you can withdrawal consent at any time via email to info@thewellnesscollective.com.au