



**RISING SUN WORKSHOP**

1C Whateley Street Newtown NSW 2042

Ph. (02) 9550 3891

www.risingsunworkshop.com

ABN: 24 166 046 644

PO Box 152 Newtown, NSW 2042

info@risingsunworkshop.com

29/11/17

## Membership Terms & Conditions

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Full name of Member:

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Address:

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Telephone Number:

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Email Address:

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Class of Membership:

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Amount and date paid:

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Membership start date:

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Membership end date:

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ID (must be photo ID):

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Motorcycle Registration:

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### Terms & Conditions

These terms & conditions govern your membership of Rising Sun Workshop and the use and supply of our goods, equipment/tools, services, website, workshop and facilities ("Facilities"). In these terms & conditions:

- "we/us/our" means Rising Workshop Pty Ltd (ACN 166 046 644), Ad Hoc Communal Workshop Pty Ltd (ACN 166 046 715) and Ad Hoc Workshop Café Pty Ltd (ACN 166 046 733);
- "you/your" means you, the member, prospective member or user of our website.

<p><b>Membership</b></p>	<p>We have the following classes of membership. All memberships are for 12 months only:</p> <p><b>Membership #1 - Minaraiko (Apprentice)</b></p> <ul style="list-style-type: none"> <li>• \$150 annual membership - For the rider with limited time but a DIY attitude. Good for beginners and first time bike owners learning to modify and service their bike. This will give access to the workshop and all the tools and facilities.</li> </ul> <p><b>Membership #2 - Sensei (Master)</b></p> <ul style="list-style-type: none"> <li>• \$250 annual membership - For an experienced bike modifier and servicer. This will give you access to our workshop and all the tools, and 2 pre-arranged pick ups* within a 20km radius of our workshop.</li> </ul> <p><b>Membership #3 - Ronin (Masterless)</b></p> <ul style="list-style-type: none"> <li>• \$400 annual membership - This is for the experienced builder who needs time and space to work on project builds. You will have access to our workshop and all the tools, 2 pre-arranged pick-ups* within a 20km radius of our workshop and first pick advanced bay booking**.</li> <li>• Your membership is personal to you and is not transferable. You cannot let anyone else use your membership. You will be required to provide photographic ID evidence when you take out your membership and each time that you hire our workshop.</li> <li>• You must be a member in order to hire our workshop. You must pay your membership fees in full before you will be permitted to hire our workshop. Your membership will start on the date that your membership fees are paid in full.</li> </ul>
<p><b>Workshop Bookings</b></p>	<p>Use of our workshop must be booked in advance. Bookings can be made via our website [www.risingsunworkshop.com], by phone (02) 9550 3891 or in person.</p> <p>We currently have 4 individual bays which can be booked for use. Each bay is available for use by one member at a time only.</p> <p>Bookings are taken on a "first in, best dressed" policy, irrespective of your class of membership.</p> <p>Minaraiko and Sensei members may only book up to 6 weeks in advance.</p> <p>**Ronin members may book in advance for any time within their membership period.</p> <p>Bookings are for a minimum 2 hour period and can be extended by consecutive 1 hours periods, subject to availability.</p>
<p><b>Workshop hours of use</b></p>	<p>Our workshop is available for use between the hours of 10:00am – 8:00pm, Tuesday to Saturday and 10am - 3pm Sunday. No new bookings will be taken to start after 8:00pm.</p>
<p><b>Workshop hire fee</b></p>	<p>The hire fee for each workshop bay is \$15/hour (unassisted) OR \$40/hour (assisted) Tuesday to Sunday.</p> <p>A 10% surcharge may be payable on public holidays</p>
<p><b>Payment</b></p>	<p>We accept payment of our membership fees and workshop hire fees by credit card and in cash. Credit card payments may be made over our website. We reserve the right to charge a credit card surcharge fee in addition.</p> <p>All fees are inclusive of GST.</p>



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<p><b>Cancellation of bookings</b></p>	<p>If you wish to cancel a booking, you must give us not less than 24 hours prior written notice. Cancellations may be made via our website. If you do not give us at least 24 hours written notice of a cancellation, we reserve the right to charge a fee at our discretion. For cancellations where you give us at least 24 hours prior notice, no cost will be incurred.</p> <p>We may cancel any booking in the event of an emergency, if we are required to do so by law or under the terms of our lease of our premises, or for health and safety reasons.</p> <p>We will not be liable in any way for any loss or damage to you or anyone else as a consequence of any booking cancellation.</p>
<p><b>*Pre-arranged pick-ups</b></p>	<p>Pick-ups for Sensei and Ronin members, will be provided either by us or Sydney Motorcycle Network. Breakdown pick-ups can be called in on [0424724769]. Breakdown pick-up calls will only be accepted during our workshop trading hours of 10:00am – 8:00pm, Monday to Saturday and 10am-3pm Sunday. We will give you an estimated pickup time at the time of your call. We will not be liable for any delays in breakdown pick-ups for any reason.</p>
<p><b>Risk</b></p>	<p>Your use and consumption of our Facilities is entirely at your own risk. To the maximum extent permitted by law, you release us from all claims, damage, loss and liability which you suffer or incur in or about our premises in connection with your use and consumption of our Facilities.</p> <p>Any property that you leave in or about our premises is entirely at your risk, and may not be covered by our insurances.</p>
<p><b>Health &amp; Safety</b></p>	<ol style="list-style-type: none"> <li>1. Before you hire a workshop bay for the first time, you <u>must</u> undertake a workplace health and safety (WHS) induction. Induction days and times will be listed on our website.</li> <li>2. We reserve the right to require you to undertake further WHS inductions as a condition of use of our workshop and tools. That includes on renewal of your membership and if we introduce new tools into the workshop.</li> <li>3. Safety in our workshop is essential. You <u>must</u> immediately report to us any hazards or hazardous situations (or things that might reasonably become hazards or create hazardous situations) which could or might pose a risk to health and safety.</li> <li>4. You must comply with reasonable directions that we give in relation to health and safety. That may for example include stopping the use of any tool.</li> <li>5. You may only use tools and equipment (“tools”) for their intended purpose, in a safe manner and according to any safety or instruction manuals or other directions we may give. You <u>must</u> read the safety manual for each power tool before you use it. If you do not know how to use a tool, then you should not use it.</li> <li>6. You must take all reasonable care when using our tools.</li> <li>7. You must be polite and courteous at all times when dealing with us, our staff, other members and people who visit our cafe. We will not tolerate rude, offensive, sexist or discriminatory language or behaviour.</li> <li>8. All breaches of these health and safety terms will be documented. We may terminate your hire of our workshop and eject you from our premises for any one health and safety breach. If you breach these health and safety terms 3 times or more, then your membership will be cancelled. We will not be liable in any way for any loss or damage to you or anyone else as a consequence of any membership cancellation.</li> </ol>



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<p><b>Use and access to workshop bays</b></p>	<ol style="list-style-type: none"> <li>1. Your hire of our workshop bays must not impede the general use of our premises or access to our cafe.</li> <li>2. You will be entitled to use our tools and equipment for the duration of a bay hire. Use of tools which are for common use for all workshop bays will be on a "first in, best dressed" policy. However, you must allow others to use tools if you are not using them.</li> <li>3. All tools are and remain at all times our property.</li> <li>4. All tools must be returned to their designated place, immediately after you finish using them, in the same condition and state of repair, fair wear and tear excepted. You are responsible for cleaning the tools that you use.</li> <li>5. You must comply with all relevant laws when using our Facilities and follow our reasonable directions in relation to the use of our Facilities. We will also comply with all relevant laws in supplying our Facilities.</li> <li>6. We reserve the right to stop your hire and use of our Facilities in an emergency. If that happens, provided that you have not caused or contributed to the emergency, then we will refund to you any unused part of your hire fee.</li> <li>7. We will keep our tools in good working order and condition, fair wear and tear excepted. We will service, repair and maintain our tools in accordance with the supplier's instructions and recommendations and by appropriately qualified people.</li> <li>8. We will replace and substitute tools as necessary. However, we will not be liable if any of our tools go missing or are not available for use for any reason.</li> <li>9. You should check not less than 24 hours before your hire starts that we will have any tools you require.</li> <li>10. Spare parts are your responsibility.</li> <li>11. We are not responsible for any work, maintenance or alterations to your motorcycle. All work, maintenance, modifications or modifications are your responsibility and must be carried out by you.</li> </ol>
<p><b>Workshop Rules</b></p>	<p>We may set additional rules relating to our Facilities. Rules will be published on our website and at our workshop. You agree to read and comply with our rules. Failure to do so may result in immediate cancellation of any workshop hire bookings. You may also be refused from hiring the workshop in the future.</p>
<p><b>Alterations</b></p>	<p>You may not alter any part of our Facilities without our prior written consent.</p>
<p><b>Cleaning</b></p>	<p>Each workshop bay must be left in the same condition as at the start of your hire of it. Any rubbish must be removed from the workshop and placed in the bins provided. Any failure to do so will incur a cleaning charge.</p>
<p><b>Damage</b></p>	<p>You must promptly notify us of any damage which you cause or contribute to, to our premises, any of our property in our premises, our tools and anyone else's property which is in or around our premises. You must pay the costs of making good any damage or loss to those things to the extent that you have caused or contributed to that damage or loss.</p>



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<b>Advice and Assistance</b>	All advices, recommendations, information, educational workshops and assistance (“Advices”) provided by us in connection with our Facilities, your use and consumption of them, (including for example tips in relation to building or repairing your motorcycle) is given in good faith, on an “as is” basis and is believed by us to be appropriate, accurate and reliable. However, you acknowledge that we are not licensed mechanics and in using our Facilities, you do not rely upon our Advices. You are solely responsible on how you use and apply our Advices.
<b>Indemnity</b>	You indemnify us and will hold us harmless against any claims, loss or damage in connection with:  1. damage to our premises, any of our property in our premises, our tools and anyone else’s property; and  2. any injury to any person or the death of any person in or around our premises;  to the extent caused or contributed to by you. We agree to take reasonable steps to mitigate any claims, loss or damage we suffer or incur.
<b>Australian Consumer Law (“ACL”)</b>	If you are deemed to be a “Consumer” under the ACL, then you have the benefit of the consumer guarantees contained in the ACL. Nothing in these terms and conditions excludes, limits or modifies any statutory obligation on us or any rights, entitlements and remedies conferred on you, if that cannot lawfully be done.  Our liability for breach of a consumer guarantee and any breach of these terms and conditions will, subject to applicable laws (including the provisions of the ACL in relation to “major failures”), be limited to, at our discretion:  1. in the case of goods - the repair of the goods, the replacement of the goods or the supply of equivalent goods or to the payment of the costs of repair, replacement or supply of equivalent goods; and  2. in the case of services - the re-supply of those services or the payment of the costs of having those services re-supplied.
<b>Limitation of Liability</b>	To the extent permitted by law and subject to the ACL, we exclude all implied terms and conditions and all liability in connection with our Facilities and your use and consumption of them. This does not however apply in respect of death or personal injury or damage to any property, to the extent caused or contributed to by us.
<b>Drugs and Alcohol</b>	The supply or consumption of alcohol and non-prescription drugs in our premises is strictly prohibited. We reserve the right to reject entry or to eject anyone from our premises if we believe that they are intoxicated.
<b>Smoking</b>	Our premises is a strictly non-smoking area.
<b>Children</b>	No children under the age of 18 years may be present in the workshop bays (Unless permission is given from the workshop manager).
<b>Glass</b>	Glass, ceramics and other similar breakable products are strictly prohibited in the workshop.
<b>Noise</b>	Noise must be kept to a minimum so as not to disturb the quiet enjoyment of neighbouring residents and shops.



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<b>Website</b>	<ol style="list-style-type: none"> <li>1. We will endeavour to provide access to our website 24 hours a day, 7 days a week, except for upgrades and maintenance times. However, we do not warrant that access to our website or that the functions contained in any content or any public interface or user access to it will be uninterrupted or error-free, that any defects will be corrected or that our website or the server(s) which stores and transmits content, are free of viruses or other harmful components.</li> <li>2. You acknowledge that our website is not fault-free and that you may experience interruptions and access difficulties from time to time. We do not warrant continuous, uninterrupted or secure access to our website. The operation of our website may be interfered with by numerous factors outside our control. We will take reasonable steps to fix errors in our website within a reasonable time.</li> </ol>
<b>Terms and Conditions</b>	<p>We reserve the right to adjust or vary our terms &amp; conditions at any time, upon giving you one month's notice. If you do not accept our new terms and conditions, then you may cancel your membership by written notice to us within that one month period and we will refund to you a pro rata part of your membership fee, proportionate to the number of unused days left in your 12 month membership period.</p>

### Acceptance of Terms & Conditions

### Declaration and Agreement

I the undersigned confirm and agree that:

1. The information provided in this application is complete and accurate to the best of my knowledge; and
2. I have read and agree to be bound by your terms & conditions above.

Date

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Signature of Member

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Name of member (PRINT)

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