



Bustle Studios - Co-working Membership Terms & Conditions

1. Terms and Conditions

- a. These terms and conditions govern your membership and your use of the benefits provided by Bustle Studios Pty Ltd, (Bustle), ABN 24 620 178 878 to you as a Member.
- b. In these terms and conditions:
 - i. Bustle is referred to as 'we', 'us' and 'our';
 - ii. you as the Member is referred to as 'you' and 'your';
 - iii. a reference to a 'Member' means any person who has applied to us for membership and has been granted membership status in accordance with the guidelines set by us.
 - iv. a reference to 'Premises' means all premises occupied by us (and all equipment, fixtures and fittings located in these Premises) to which you are given access as part of your membership;
 - v. a reference to Guest means any person who is not a Member who you invite onto the Premises to meet with you for business purposes (including an intern, agent, volunteer, supplier, customer or client);
 - vi. a reference to your business or your startup business includes a reference to the body corporate (for example the proprietary limited company) through which the business is undertaken;
 - vii. a reference to 'business hours' means 8am till 6pm during weekdays, excluding public holidays; and
 - viii. a reference to 'business days' means any day except a Saturday or a Sunday or other public holiday in New South Wales.
 - ix. a reference to 'Event' means any event which is booked for exclusive use of Bustle space, either for internal or external use, at the times noted in 6e.
- c. You must also ensure that any person who enters the Premises at your invitation who is not a Member (including but not limited to an intern, agent, volunteer or guest) (Guest) complies with these terms and conditions.

2. Term of Membership

- a. You become a Member once your application has been accepted and we have received payment for the first installment of your Membership and a fully refundable key bond of \$50.

3. Membership Benefits

- a. Your membership entitles you to the benefits offered by us from time to time.
- b. The primary benefits comprise access to the Premises and use of the desk provided to you in accordance with the type of membership for which you applied. This will either be a fixed desk where you have a dedicated membership, or a hot desk where you have a community membership.
- c. In addition there are ancillary benefits offered by us including:
 - i. access to meeting rooms;
 - ii. workshops;
 - iii. events;
 - iv. tea and coffee;
 - v. printing (BW & colour); and
 - vi. kitchen facilities.
- d. This list of ancillary benefits may vary and not all ancillary benefits are guaranteed to be available during the time of your membership.
- e. Finally, we may make available discretionary benefits from time to time, including:
 - i. Friday drinks; and
 - ii. Discounts
- f. This list of discretionary benefits may vary. You have no contractual right to receive discretionary benefits, and they do not form part of your membership benefits.
- g. We accept the business that you list in your membership application.

4. Membership Fees

- a. The fees charged by us for membership are those shown on our website. We reserve the right to adjust these fees.
- b. Membership fees are payable monthly in advance.
- c. Membership fees are not refundable upon request in any circumstances.
- d. If payment is in arrears by over 14 days, we reserve the right to take back your keys and withhold access to your desk.
- e. A \$50 refundable bond is payable for any keys/passes given to access Bustle. This will be refunded upon return of all keys/passes.

5. Use of the Premises

- a. You must only use them for office purposes unless you have obtained our prior written consent.
- b. While you have 24/7 access to the Premises and desk, excluding you must not sleep on the Premises.
- c. You must not conduct auction or sale on the Premises.
- d. You may use the Premises address as your business address and/or registered office.

- e. You must comply with our Code of Conduct. Without limiting this obligation you must:
 - i. not behave in an offensive manner to our staff or other members or their Guests;
 - ii. keep your desk and the adjacent area clean and free of rubbish;
 - iii. use the facilities available at the Premises for the intended purpose;
 - iv. not alter any part of the setup of the Premises unless given permission to do so;
 - v. take good care of all parts of the Premises;
 - vi. not put up any partitions or make any alterations or additions to the Premises;
 - vii. not bring any explosive or flammable or corrosive fluids or chemicals into the Premises; and
 - viii. not obstruct or prevent the use of the Premises by other Members of their Guests.
- f. A key is required by all members to access the Premises. These will be issued by us and will be subject to payment of a deposit. To ensure security in the space, you must not lend your key to any other person, and must notify us immediately if it is lost or stolen.
- g. No tenancy interest, leasehold estate or other real property interest is created in your favour with respect to the Premises.

6. Desk Usage

- a. If you have a permanent desk membership then you, and members of your team, will have an exclusive right to use the desk(s) allocated to you. However, we may change the desk(s) allocated to you from time to time in our absolute discretion. We will endeavour to give you as much notice as possible of a change, and at least five business days' notice.
- b. If you have a full-time hot desk or casual hot desk then you and members of your team will have a non-exclusive right to use the desk(s) identified as being hot desks.
- c. You must not allow any other person to use your desk without our prior consent.
- d. You must not touch or remove anything from another Member's desk without their expressed permission.
- e. We reserve the right to use all hot desks for Events on Thursday and Friday nights from 6pm until 1am and weekends and Public Holidays from 6am - 2am . You will be advised when the hot desk area is booked for events via an online booking system. You must remove your property from the hot desk in advance of the event. Use of permanent desks during an Event is allowed on a case by case basis to be requested in writing (email or via the official Bustle Slack channel).

7. Internet

- a. We do not make any representations as to the security of the Bustle network or the internet or of any information that the Member places on it. You should adopt whatever security

measures (e.g. encryption) you believe is appropriate to your circumstances.

- b. We cannot guarantee that a particular degree of availability will be attained in connection with your use of the Bustle network or internet. Your sole and exclusive remedy shall be the remedy of such failure by Bustle within a reasonable time after notice by email or phone.
- c. Your network activity may be monitored from time to time to improve performance.
- d. All due care will be taken to ensure personal communications are not interrupted.
- e. You must not use the internet access provided for excessive downloads or for a purpose considered to be illegal in Australia. The use includes, and is not limited to, the use of any torrent client software.

8. Guests

- a. You are entitled to invite Guests onto the Premises during Business Hours.
- b. Your Guests' visit must be for business purposes only.
- c. Your Guest may stay on the Premises for no longer than three hours.
- d. You are responsible for your Guests. You must accompany them while they are on our Premises.
- e. If your Guest breaches any of these terms and conditions then you will be deemed to be in breach of these terms and conditions.

9. Termination

- a. We may terminate or suspend your membership, with immediate effect, by giving you written notice if:
 - i. you do not pay your membership fees in accordance with our terms of payment;
 - ii. you are in breach of any one or more of these terms and conditions provided that where the breach is capable of being remedied we have given you written notice of the breach, given you 14 days to remedy the breach and you have failed to remedy the breach in that 14 day period; or
 - iii. your conduct, in our reasonable opinion, is incompatible with your membership and the values to which we subscribe.
- b. We may also terminate or suspend your membership:
 1. for convenience, by giving you at least one month's written notice; or
 2. with immediate effect if we no longer have the right to occupy the Premises or the Premises are damaged, contaminated or otherwise affected by a risk or event which prevents you from using the Premises.
 3. If we terminate your membership under this clause 12.b we will refund to you any unused portion of your membership fees.
- b. You may terminate your membership:

- i. for convenience, by giving us at least one months' written notice; or
- ii. we are in material breach of these terms and conditions by giving us at least two months' written notice, provided that where the breach is capable of being remedied you have given us written notice to remedy the breach and we have failed to do so within 14 days of receiving that notice.

10. After Termination

- a. When you cease to be a Member you cease to be entitled to the benefits of Membership and you must vacate the Premises.
- b. On or before the last day of your membership, you must return all keys and other property belonging to us. A fee will be charged for any items that are not returned within 48 hours upon the agreed date your membership will be cancelled.
- c. When you vacate the Premises you must leave your desk and the adjacent area clean and free of any rubbish and in the same condition as it was when you took possession (fair wear and tear excluded).
- d. We reserve the right to charge additional fees for any repairs required to restore your desk and adjacent area to the condition it was when you took possession (fair wear and tear excluded).
- e. If you leave any property in the Premises, we may dispose of that property at your cost in any way we choose. We are not obliged to account to you for the proceeds we receive (if any) from the sale of your property.

11. Our Liability

- a. We will not be in breach of our obligation to provide the primary membership benefits if the Premises are damaged, contaminated or otherwise affected by a risk or event which prevents you from using the Premises.
- b. Ancillary membership benefits do not include providing advice or recommendations. You represent that you and your business will not rely upon any advice or recommendations given to you by Bustle or any of our officers, employees, contractors, agents or visitors (including during any clinics or workshops), and we disclaim all responsibility for any such advice.
- c. You may have rights in relation to membership benefits as a "consumer" under the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010 (Cth). Nothing in these terms and conditions excludes or is intended to exclude those rights. Where it is lawful to do so, we exclude all guarantees, conditions, warranties and other rights imposed by law or implied by custom or other circumstance which relate to membership benefits.
 - i. Where it is not lawful to exclude guarantees, conditions, warranties or other rights imposed by law which relate to membership benefits, including under the Australian Consumer Law, our liability to you for any breach of such

- guarantees, conditions, warranties or other rights will (but only the extent allowed by law) be limited (at our option) to:
- ii. the supplying of the benefits again; or
 - iii. the payment of the cost of having the benefits supplied again.
- d. Notwithstanding any other clause in these terms and conditions except clause c above, our liability to you, howsoever arising, for any loss or damage suffered by you (or any other person claiming through you) in connection with these terms and conditions is limited to an amount equal to one month's membership fees.

12. Your Liability to Us

- a. You must indemnify us against and pay on demand any and all loss, liability or costs (including third party claims for personal injury, death or tangible property damage) suffered or incurred by us or our officers, employees, contractors, agents and visitors arising out of or in connection with your actions or omissions or those of the staff of your business or your Guests, including:
 - i. negligence;
 - ii. fraud, unlawful conduct or wilful misconduct;
 - iii. fraudulent or innocent misrepresentation;
 - iv. breach of these terms and conditions or any Policy; and
 - v. breach of any laws.
- b. In the event of any loss or damage to the Premises or property on the Premises (including equipment of other Members) caused by you, the staff of your business or your Guests, you must pay invoices provided by Bustle to replace or repair the lost or damaged property within 30 days of issue.

13. Insurance

- a. Our insurance does not provide cover to anyone other than Bustle and our staff. You are responsible for taking out your own insurance to cover your equipment and other property.
- b. You are responsible for taking out and maintaining, or ensuring that your business takes out and maintains, during your membership:
- c. a comprehensive public liability insurance policy, for an insured sum of not less than \$20 million, covering amounts which you or your business may become legally liable to pay consequent upon:
 - i. injury to a person; and
 - ii. loss of, or damage to, real or personal property (including the loss of use thereof); and
- d. a workers compensation insurance policy that is effective in the location(s) in which you or your business conducts business in respect of all claims and liabilities, whether at common law or under statute, relating to your liability or the liability of your business as an employer in respect of any accident or injury to any person employed by you or your business for such amount that is required under the applicable workers compensation legislation.

- e. You must comply with, and ensure that your business complies with, all of the terms and conditions of any insurance policy taken out under this Insurance clause.
- f. You must on request being made by us, promptly provide to us copies of any insurance policy taken out under this Insurance clause together with a certificate of currency for that insurance policy.

14. Equipment

- a. Notwithstanding that we may operate an entry access system or otherwise take steps to maintain the Premises in a safe or secure manner, we do not give any representations that the Premises are safe or secure for your equipment or other property, nor that the electricity supply will not damage your equipment. We are not liable for any theft, loss or damage to your equipment or other property.
- b. It is your responsibility to check that any equipment you bring onto the Premises is not faulty and is not a safety risk to other Members.
- c. We reserve the right to inspect and test any equipment you bring onto the Premises. We may prevent you from using the equipment and require you to remove it from the Premises if we decide it is necessary.
- d. You must not use any equipment in the Premises that is likely to create a noise level that is unreasonable for other Members.
- e. You must not install or connect any electrical equipment on the Premises that may overload the available electricity supply or the facilities through which that supply is made available to you.

15. Notices

- a. Any notice under these terms and conditions must be in legible writing and in English.
- b. We will send notices to you either by giving the notice to you or by sending the notice to you by email to the email address provided by you to us.
- c. You must send any notice to us by email to the email address provided by us to you.
- d. Any notice under these terms and conditions is regarded as being given by the sender and received by the addressee:
 - i. if by delivery in person, when delivered to the addressee;
or
 - ii. if by email, on the Business Day after the day on which the notice was sent provided that the sender has not received an automated message to the effect that delivery of the email failed.

16. General Law

- a. These terms and conditions supersede all prior arrangements, understandings or agreements between us and you.

- b. We may change these terms and conditions by giving you written notice as the day on which the change will take effect and what action taken by you will be deemed to be acceptance.
- c. A right in favour of a party under these terms and conditions can only be waived by a document signed by that party. No other act, omission or delay of that party constitutes a waiver binding, or estoppel against, the Investor.
- d. A single or partial exercise or waiver by a party of a right relating to these terms and conditions does not prevent any other exercise of that right or the exercise of any other right.
- e. We and you must use reasonable efforts to do all things necessary or desirable to give full effect to these terms and conditions.
- f. If any provisions of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.
- g. These terms and conditions are governed by the laws of the State of New South Wales. Each of us submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with all matters concerning these terms and conditions.