

The following paragraphs outline the terms upon which **Our Community House Pty Ltd ABN 93 627 396 230 (Our Community House, OC House, Us, We, Our)** will grant the Licence to **You (The Licensee, You, Your)**.

1. Definitions

- **‘Commencement Date’** means the date specified in Schedule A.
- **‘Licence Fee’** means the fee set out in Schedule A.
- **‘Services’** means those set out in Schedule A and provided by Our Community House.
- **‘Space’** means your desk space, office space and other common areas of the buildings and facilities of Our Community House at 552 Victoria St, North Melbourne VIC 3051 and other Spaces added at our discretion from time-to-time.
- **‘Term’** means the period commencing on the Commencement Date and ending upon termination in accordance with clause 7.

2. Licence

- 2.1. Our Community House agrees to supply **You** with the Services and a licence to occupy the Space during the Term in consideration for the Licence Fee.
- 2.2. **You** acknowledges that:
- a) It shall occupy the Space as a licensee and that no relationship of landlord and tenant is created between Our Community House and The Licensee by this agreement;
 - b) Our Community House retains control, possession and management of the Space and you have no right to exclude us from the Space; and
 - c) The Licence granted by this agreement is personal to The Licensee and is not assignable and the rights given in this clause may only be exercised by The Licensee and Team Members.
- 2.3. **Our Community House** acknowledges that:
- a) It is under an obligation to obey any Head Lease for the premises and to notify The Licensee if they receive a breach notice.

3. The Relationship

- 3.1. We agree to communicate if either party feels that they would like to make changes to how the relationship works. Any changes must be in writing and agreed to by both parties.
- 3.2. Our Community House will use reasonable endeavours to provide the Services to the best of our ability. If we are not meeting your expectations, please let us know so that we can find a way of addressing this.
- 3.3. This relationship is between You and Us. It is built on respect, trust and understanding. You cannot assign your membership or use of your desk, office space or any Space to someone else without us agreeing to it first.
- 3.4. If Our Community House is unhappy with your response to a request proposed in accordance with clauses 3.1, and this difference cannot be resolved within a reasonable time period, Our Community House may end the Licence in accordance with clause 7.

4. Using the Space

- 4.1. We ask that you use the Space in a respectful way and:
- a) not use the Space for any illegal or noxious purpose;
 - b) not deface any walls of the Space;
 - c) not smoke or permit smoking in the building;
 - d) maintain the Space in good condition (fair wear and tear excepted);
 - e) fair use of the Space is expected.

- 4.2. You are expected to register all visitors in the Our Community House membership portal (Office RnD). This is so we can warmly welcome your visitors to the space and for our own records. Visitors are welcome in meeting rooms and your offices. If your visitors would like to work from the Space for the day, please let us know. Fair use is expected with respect to all public areas, common areas and shared spaces.

5. Privacy

- 5.1. Any confidential information you give us, or we give you, remains confidential. We will not sell or give details about you to other organisations or marketing companies and ask that you do not share our information or the information of other members without their consent. For more information please read: **Our Community House Privacy Policy**.
- 5.2. We're pleased to have you here and we'd like to tell the world! While you are a member with us, we reserve the right to include your organisation's name and logo on our public facing website, internal member portal, in digital and physical mail-outs, on social media and in printed material. If, for any reason, you wish for us not to do so, please discuss it with us.

6. Liability and Insurance

- 6.1. We maintain a public liability insurance policy (\$20 million limit) that covers the Space and we carry our own contents insurance. You should not assume that our public liability insurance covers your needs.
- 6.2. Our contents insurance does not extend to your property.
- 6.3. You shall make your own insurance arrangements for your property and employee and shall obtain public liability insurance sufficient to cover your liabilities under this Licence.
- 6.4. We do not provide insurance against your loss of business, loss of income or loss of opportunity. With the exception of injury or death, our liability for any loss, damage, expense or claim is limited to the amount of fees paid by you in the 12 months preceding the date on which the claim in question arises.
- 6.5. In the event that you breach the terms of this Licence you will be required to compensate us for any financial losses that we incur.

7. Termination and Monies Owed

- 7.1. Prior to the End of Term
- 7.1.1. The Licensee is liable for all monies owed up until the end of the Term.
 - 7.1.2. In the event The Licensee vacates prior to the end of the Term, they are still liable for all monies owed up until the end of the term.
- 7.2. We may terminate this agreement immediately if any monies due to us remain unpaid for 7 days after you have received an overdue notice in writing from us.
- 7.3. We may terminate this Licence if any breach of this Agreement capable of being remedied, is not remedied within seven days of you being given written notice of such breach.
- 7.4. Our Community House reserves the right to charge you a reasonable cost of rectifying your failure to make good the Space and comply with this clause 7.

8. Coins and Meeting Rooms

- 8.1. Our Community House uses credits (a coin system) to manage allowances for meeting room use. Your monthly Licence Fee includes a designated coin allocation (listed in Schedule A).
- 8.2. The Licensee is allocated coins for meeting room use at the start of each calendar month. Coins do not carry-over to the next calendar month.

- 8.3. Meeting rooms are booked by The Licensee on the Our Community House membership portal (Office RnD) and subject to availability.
- 8.4. Coins can be used to book the following meeting rooms:
- The Zelda D'Aprano Room (4 pax) – 15 coins per hour (or \$15 +GST per hour)
 - The Glen Tomasetti Room (4 pax) – 15 coins per hour (or \$15 +GST per hour)
 - The Anne McDonald Room (6 pax) – 20 coins per hour (or \$20 +GST per hour)
 - The Stella Young Room (10 pax) – 30 coins per hour (or \$30 +GST per hour)
 - The Oodgeroo Noonuccal Room (14 pax) – 30 coins per hour (or \$30 +GST per hour)
 - The Emily Kame Ngwarreye Room (10 pax) – 30 coins per hour (or \$30 +GST per hour)
- 8.5. The Joan Kirner Room and all other venue hire is only bookable through Our Community House staff for a fixed-dollar amount and is not bookable with coins.
- 8.6. If you require additional meeting room use, meeting rooms are available for hire at a price listed on Our Community House's website (www.ochouse.com.au) and liable to change from time to time.

9. Things Out of Our Control

We understand that sometimes events happen that are out of our control and that such events could stop either party from meeting the terms of the Licence. These include things like strikes, lockouts, accidents, war, fire or the delay or failure in manufacture, production, or supply by third parties of equipment or services. In such cases both parties agree that the other party will not be liable for any delay or failure to comply with the terms of the Licence. We both agree that we will use reasonable endeavours to rectify any failure to comply as soon as possible following the event occurring.

SCHEDULE A

Licensor	Our Community House (ABN 93 627 396 230)
Term	1 Year
Licence Type	Virtual Membership
Licence Fee	AUD \$350 +GST per annum

Our Community House will provide the following Services:

Access Rights	<p>A Virtual Membership entitles you access to a desk for one day a month during the hours 8am – 5.30pm.</p> <p>A Virtual Membership entitles you to full access to the Our Community House online portal to interact with members. It also gives provides you with updated information and discounts to events and workshops within Our Community House.</p>
Internet Connection	<p>Fibre internet connection with a fixed wireless back-up and WiFi throughout the building.</p> <p>Fair use is expected.</p>
Furniture	Desks and chairs while in the space
Mailing Address	<p>Reception staff will receive mail and courier deliveries on your behalf. Our Community House will only accept packages up to 400mm wide x 400mm deep x 400mm high.</p> <p>You are required to collect your mail within four weeks of being notified. If you require a mail forwarding service, this can be arranged for a fee.</p> <p>The Our Community House mailing address is: Our Community House 552 Victoria St North Melbourne VIC 3051</p>
Our Community House Management	Our Community House will have personnel in the building during business hours (8am – 5.30pm). Reception will be staffed as far as practicable 8.30am – 5.30pm Monday to Friday.
Kitchen	Stocked with basic staples and appliances for shared use. Kitchen use may, from time to time, be restricted to accommodate events and functions.
Bathroom	Stocked with basic bathroom products
Meeting Rooms	The Licensee shall be granted a 10% discount for meeting room use. Booking is available through the OC House membership portal (Office RnD) and subject to availability.
Event Space	Available for hire with a 10% discount.