



Co-working & Virtual Address Membership

Terms & Conditions

1. These terms and conditions govern your Membership and your use of the benefits provided by ODSC Pty Ltd trading as Bustle Studios (Bustle), ABN 47 165 235 996 to you as a Member.

a. In these terms and conditions:

- i. Bustle is referred to as 'we', 'us' and 'our' and references to 'you' and 'your' refer to the individual or entity registering for any Membership, Services or Events;
- ii. A reference to a 'Member' means any person who has applied to us for a Membership and has been granted Membership status in accordance with the guidelines set by us. If you are entering into these terms on behalf of another entity, you represent and warrant that you have the necessary authority to bind the entity to these Terms. You must identify any individuals under the business and/or company that will be using the Membership.
- iii. A reference to 'Membership' means the membership program offered by Bustle for co-working and virtual address services.
- 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 to 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 but not limited to 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;
- viii. A reference to 'business day' means any day except a Saturday or a Sunday or other public holiday in New South Wales; and
- ix. A reference to 'Services' means any services provided by Bustle in relation to the Premises and the Membership.

- b. You must 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) complies with these terms and conditions; and
- c. These terms and conditions are subject to change from time to time at the sole discretion of Bustle, with notice to you. You also acknowledge that the Membership and Services provided by Bustle may change from time to time at the sole discretion of Bustle. If you do not agree to the changes, you may cancel your Membership at any time, noting that there are no refunds for early cancellation.

2. Term of Membership

- a. You become a Member once your application has been accepted and we have received payment for the first instalment of your Membership.

- b. Depending on the level of Membership, this Membership continues on a month-to-month or yearly basis until the Membership is terminated.
- c. In return for payment of the Membership fee, Bustle grants you a non-exclusive use of the Premises for the duration of the Membership.

3. Membership Benefits

- a. Your Membership entitles you to the benefits offered by us from time to time.
- b. Each Membership entitles the Member to use the Bustle street address as their primary business address. You note that all uncollected mail for Members will be stored for a maximum of thirty (30) days, unless Bustle is notified of a need to store it for longer, which may incur additional fees.
 - i. Bustle is not liable for and has no obligation to accept bulk or oversized mail or packages. Additionally, Bustle is not liable for any lost or damaged mail/packages in association with the Membership or Services.
- c. Depending on the level of Membership, a Member is entitled to access the Premises and may be entitled to the use of a desk at the Premises. There are three Membership types with the following entitlements:
 - i. Dedicated Membership – a fixed desk;
 - ii. Community Membership – a hot desk; and
 - iii. Virtual Address – no desk usage.
- d. In addition to the above, there are ancillary benefits offered by Bustle from time to time, which may include but are not limited to:
 - i. access to meeting rooms;
 - ii. workshops;
 - iii. events;
 - iv. tea and coffee;
 - v. printing (BW & colour); and
 - vi. kitchen facilities.
- e. This list of ancillary benefits may vary and not all ancillary benefits are guaranteed to be available during the term of your Membership.
- f. Bustle, may make available discretionary benefits from time to time, including but not limited:
 - i. Friday drinks; and
 - ii. Discounts.
- g. 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.

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 from time to time, with written notice to you fourteen (14) days prior to the change being made.
- b. Membership fees are payable monthly in advance for a monthly membership and are payable up front for a yearly membership.

- c. Membership fees are not refundable in any circumstances.
- d. If payment is in arrears by over fourteen (14) days, we reserve the right to suspend your Membership and the provision of the Services including withholding access to the Premises.

5. Use of the Premises

- a. You must only use the Premises for office purposes unless you have obtained Bustle's prior written consent.
- b. Whilst you are entitled to 24/7 access to the Premises, you are not permitted to sleep on site. The Premises is to be used only for office purposes or any other purpose previously approved in writing by Bustle.
- c. You must not conduct an 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 their intended purpose;
 - iv. Not alter any part of the setup of the Premises unless given prior written 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 or their Guests.
- f. In general, Bustle expects that you will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to the Premises, our employees, agents, other Members, any Guests, any other third parties or property on the Premises.
- g. No tenancy interest, leasehold estate or other real property interest can be created in your favour with respect to the Premises.
- h. You warrant that you will not provide your access key or Membership credentials to any other party and you will not make any copies of any keys, keycards or other means of entry to the Premises. You must promptly notify us if you lose your access key or believe that your Membership credentials have been compromised. If a new key must be issued, this will be at your own cost, and you will be required to reimburse Bustle for any costs incurred.
- i. If at any time Bustle install CCTV cameras, Bustle will provide you with fourteen (14) days written notice prior to the CCTV cameras being activated.

6. Desk Usage

- a. If you have a Dedicated 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 at our discretion. We will endeavour to give you at least five (5) business days' notice of this change.

- b. If you have a Community Membership 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 express permission.

7. Internet

- a. We do not make any representations as to the security of the Bustle network or the internet provided.
- b. You acknowledge that you have no expectation of privacy with respect to Bustle's internet connect, networks, telecommunications systems or information processing systems. It is your responsibility to adopt whatever security measures (e.g. encryption) you deem necessary for your circumstances.
- c. We do not guarantee that the Bustle network or internet will always be available, uninterrupted or virus free. We will use reasonable efforts to rectify any network / internet issues as soon as possible after being notified either by email or phone.
- d. Your network activity may be monitored from time to time to improve performance.
- e. You must not use the internet access provided by Bustle 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 only.
- b. Your Guests' visit must be solely for business purposes.
- c. Your Guest may not stay on the Premises for more than three (3) hours, unless otherwise agreed to by Bustle with prior written consent.
- d. You are responsible for your Guests. You must accompany them while they are on our Premises, and you will be liable for any damage caused by your Guests.
- 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 fourteen (14) days to remedy the breach and you have failed to remedy the breach in that fourteen (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:
 - i. For convenience, by giving you at least one (1) months' written notice; or
 - ii. 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; or

- c. If we terminate your Membership under clause 9b, we will refund to you any unused portion of your Membership fees.
- d. You may terminate or pause your Membership, for convenience, by giving us at least one (1) months' written notice. There is no limit on the duration of this pause or how many times a pause can be granted, but a desk cannot be guaranteed upon your return.
- e. In the event that Bustle relocates to another premises, Bustle will try to accommodate you by providing a similar sized office space, however this is not guaranteed and either party may terminate the Membership due to these changes.

10. After Termination

- a. When you cease to be a Member, you are no longer entitled to the benefits of the Membership and you must vacate the Premises.
- b. On or before 5pm on 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 of the last day of your Membership.
- 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 the 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. To the full extent permitted by law, access to and use of the Premises is at your own risk and you accept full responsibility for any and all risks with respect to personal injury, death and/or property damage, resulting from your use of the Premises and its resources.
- b. We will not be in breach of our obligation to provide the Membership benefits if the Premises are damaged, contaminated or otherwise affected by a risk or event which prevents you from using the Premises.
- c. You represent that you 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.
- d. You may have rights in relation to the Services 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 the Services.
 - i. Where it is not lawful to exclude guarantees, conditions, warranties or other rights imposed by law which relate to the Services, 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:
 - 1. The supplying of the benefits again; or
 - 2. The payment of the cost of having the benefits supplied again.

- e. Notwithstanding any other clause in these terms and conditions except clause 11(d) 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 (1) month's Membership fees.
- f. Bustle is not liable for the actions of other Members or Guests using the Premises, Membership, or Services. Bustle does not perform background checks on other Members, nor do we guarantee that the Member's profiles are accurate. We do not support, endorse or verify the facts, opinions or recommendations of other Members or their Guests.
- g. Bustle is not responsible for any loss or damage incurred as a result of your use of another Member's products or services.

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, our officers, employees, contractors, agents or 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 our Code of Conduct; and
 - v. Breach of any laws.
- b. In the event of any loss or damage to the Premises or property on the Premises (including the 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 thirty (30) days of issue.
- c. You agree to comply with and ensure that your officers, agents and Guests comply with all applicable laws, Bustle's terms and conditions and Bustle's Code of Conduct.
- d. You agree to cooperate with us when we investigate any actual, alleged or potential violations of these terms and conditions. You agree to cooperate with these inquiries and waive any and all rights against Bustle and hold Bustle harmless in connection with any claims relating to any action taken by Bustle as part of this investigation.

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.
- b. You are responsible for taking out and maintaining, or ensuring that your business takes out and maintains the following insurance, during your Membership:
 - i. 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:
 - 1. Injury to a person; and
 - 2. Loss of, or damage to, real or personal property (including the loss of use thereof).
 - ii. 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.

- c. You must comply with, and ensure that your business complies with, all of the terms and conditions of any insurance policy.
- d. Within two (2) business days of our request, you must provide us with a certificate of currency in relation to the insurances required under this clause.
- e. If you elect not to take out the above insurance policies, you do so at your own risk and you acknowledge that you will not be covered by Bustle or our insurance policies.

14. Equipment

- a. Notwithstanding any of the above, we may operate an entry access system or otherwise take steps to maintain the Premises in a safe or secure manner.
- b. Bustle does 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.
- c. Bustle is not liable for any theft, loss or damage to your equipment or other property that occurs on or in connection with the Premises.
- d. 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. If damage occurs to the Premises or causes injury to another Member as a result of this, you will be held liable and indemnify Bustle.
- e. 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.
- f. You must not use any equipment in the Premises that is likely to create a noise level that is unreasonable for other Members.
- g. 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 in writing via post to your registered address or by email to the email address provided by you to us.
- c. You warrant that you will keep your contact details up to date for this purpose.
- d. You must send any written notice to us by email to the email address provided by us to you.
- e. 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, noting 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 other party.
- 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. Unless otherwise stated, the parties 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. The parties submit to the non-exclusive jurisdiction of courts in connection with all matters concerning these terms and conditions.