

The Co-Working Collective NZ Ltd Terms & Conditions of Membership

1. Membership Agreement

These Terms and Conditions are to be read in conjunction with the Membership Portal Signup form and these together will constitute the agreement between the parties. Any variations stated in the Membership Form will take precedence over these standard Terms and Conditions. The Member acknowledges by signing the Membership Form that these Terms and Conditions have been read and are understood and accepted. Any amendment to the Terms and Conditions will be effective immediately following email notification to you.

2. Parties

The Co-Working Collective NZ Ltd will be referred to as “The Co-Working Collective”, “our” or “we” in these Terms and Conditions as appropriate. The individual or company named in the Membership Form is the member and will be referred to as “you” or “the Member”. Membership is not transferable, and the Primary Contact may only be replaced with our written consent.

3. Membership Categories and Services

This agreement relates to membership of the type and for the term set out in the Membership Form.

At our discretion, we may offer a range of membership categories and services, including at the date of these Terms and Conditions: hot desks, dedicated desks, and private offices. Prices are set out in the Membership Portal and may be amended from time to time. Any additional special terms and conditions which apply to any of those categories, are either stated in the Membership Signup form or will be separately notified to the Member.

4. Membership Term and Renewal

The membership term is as stated in the Membership Signup form.

Membership continues until:

- A. In the case of monthly memberships, one month following the notice in writing by one party to the other of intention to terminate the membership.
- B. In the case of fixed term memberships, the End Date set out in the Membership Form. The Member must send written confirmation of non-renewal to The Co-Working Collective no later than 30 days before the End Date. If this notice is not given, then the membership term will be automatically renewed for the same period as the initial term.
- C. Termination by The Co-Working Collective for non-payment in accordance with clause 9.
- D. Termination by The Co-Working Collective for any other breach of this agreement.

5. Commencement of Membership

Membership will commence upon performance of ALL of the following:

- A. Membership Signup Portal completed for all sections.
- B. Initial payment.

- C. Any additional specific terms as per clause 3 accepted and acknowledged in writing or by Membership Signup in the Membership Portal or by email confirmation.

6. Child-minding Services

The Co-Working Collective provides members with child-minding services on the following basis:

- The parent must stay onsite as they remain legally responsible for the child at all times;
- Bookings must be made on at least 2 days' notice as numbers are limited;
- In the case of illness bookings can be transferred but payments will not be refunded.
- In the case of staff illness bookings can be transferred or fully refunded at the member's option.

Please refer to our Child Protection Policy in relation to child-minding.

7. Desk and Meeting Room Bookings

Hot desks and meeting rooms must be booked and paid for via OfficeRnD. Changes to bookings cannot be made within 48 hours of a booking. Changes made prior to 48 hours depend on availability and fees are non-refundable.

8. Modifications to Membership and Services

The Co-Working Collective reserves the right to modify or discontinue all or part of the membership or Services, temporarily or permanently, with or without notice to the Member, and is under no obligation to support or update the Services. You acknowledge and agree that we will not be liable to you or any third party if we exercise our right to modify or discontinue all or part of the Services. In the case of monthly memberships, we reserve the right, in our sole discretion, to change The Co-Working Collective pricing upon 30 days' notice being given to members by email.

9. Payments

All amounts due under this agreement, whether for membership, regular or one-off services, are payable in advance. Invoices and receipts will be issued to you on request. All amounts payable are exclusive of Goods and Services Tax (**GST**). Where any payment is not made by the due date the following will apply:

- a first payment default notice will be issued to you requiring that you pay the total outstanding (including default interest) within 7 days of receipt of the default notice.
- this notice will be issued by email and will be deemed to have been received by the member on the date it was sent.
- If payment is not received in full within 7 days of the default notice being sent then a second 48 hour default notice may be issued which may result in all membership privileges including access to the premises being revoked.

The Co-Working Collective reserves the right in its sole discretion to terminate membership for non-payment. In the event of any default a Member on a fixed term membership will be immediately required to pay for the balance of the Term. This applies whether or not this agreement is terminated.

10. Penalty Interest and Collection Charges

The Co-Working Collective reserves the right, in its sole discretion to charge penalty interest of 2% for overdue payments. In the event that any unpaid amounts are referred to a collection agency or lawyer, all costs of collection will be payable by the Member.

11. Disputed Charges

Payment disputes must be notified to The Co-Working Collective by email within 5 working days of issue of invoice. The disputed amount will be set aside until the dispute is resolved but the undisputed portion of the relevant invoice must be paid when due.

12. Internet Connectivity and Security

The Co-Working Collective broadband and our Services may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in New Zealand. You may not use The Co-Working Collective broadband to send, receive, store, distribute, transmit, post, upload or download any materials or data which:

- violates any law;
- is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
- is or may be harmful to minors;
- promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- is in breach of any third party rights (including any third party intellectual property rights);
- has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication;
- damages or may damage our name and/or reputation or the name and/or reputation of our sub-contractors or agents.

You must not disclose the wireless password to guests under any circumstances as this compromises the security of the network.

13. Use by Members

You agree that you will not use The Co-Working Collective premises nor any of the Membership's services for any obscene, illegal, immoral or defamatory purposes and will not in any way bring The Co-Working Collective into disrepute.

Although we aim to offer excellent business services, we operate a shared space and therefore all services are offered on a reasonable use basis. Please be mindful of other members when using the premises and the Services. The Co-Working Collective reserves the right to charge additional fees where usage is deemed to be excessive or unreasonable.

14. Access to Premises

Access to the premises for hot desk members is limited to the hours of 8.00am to 5.00pm Monday to Friday. Keys will not be issued to hot desk members, and after-hours access is not available.

Access to premises is granted to Private Office members 24 hours a day 7 days a week. Keys and private security codes will be issued to Private Office members only and will be returned to The Co-Working Collective at the end of the membership.

15. Code of Conduct

We may from time to time publish and update on the website a code of conduct (Code of Conduct). You must observe the Code of Conduct.

16. Building Rules

We may from time to time publish and update on The Co-Working Collective website and the OfficeRnD Membership Portal any building rules relevant to your membership. You must observe these rules.

17. Telephone Etiquette

The Co-Working Collective allows members to make telephone calls inside the premises. However, members are asked to:

- set the phone's ring volume to silent, or the lowest effective ringing volume;
- answer phone calls promptly and not leave active phones unattended; and
- respect their fellow members' right to a comfortable working environment by talking as quietly as possible.

Any member persistently ignoring these guidelines may have their membership revoked.

18. Confidentiality

You acknowledge that, unless agreed otherwise, matters raised in conversation between members and guests, or overheard by another member, are not to be used for commercial or journalistic purposes. Any member who breaches this clause may have their membership revoked with immediate effect.

19. Images and Video - Release

Members consent to The Co-Working Collective using their names, likeness, image and/or voice in any legitimate form of promotion/update/notices. This content will be used by The Co-Working Collective alone and not be used or sold by a third party. No images of children will be taken or used.

20. The Co-Working Collective or Member Property

Any member who willfully removes, damages, or destroys any article or property belonging to The Co-Working Collective, or to its members, or to guests on the premises will be liable to immediate expulsion and revocation of their membership. Any destruction, damage or theft will be paid for by the member, and will be charged to the member's credit card subject to a 30 day period during which the member may present an explanation or dispute the claim.

21. Disciplinary Procedure and our termination of your membership

If you do any of the following then we can, at our sole discretion, terminate your membership in writing or by email notification with immediate effect:

- infringe these Terms and Conditions or breach the Code of Conduct;
- be obnoxious to another member;
- be considered guilty of misconduct; or bring The Co-Working Collective into disrepute.

Conduct warranting immediate membership termination may include, but is not limited to:

- disruptive behaviour, including loud and intrusive meetings or use of phones;
- violent or abusive behaviour; and the communication of information concerning the premises, members or their guests' affairs in The Co-Working Collective to the media.

We may evict or exclude any member or guest whose behaviour we consider amounts to misconduct. The Co-Working Collective reserves the right to exclude any member whether for a fixed period of time or permanently without stating a reason. Any member that is permanently barred from The Co-Working Collective as a result of a breach of these rules will be liable for payment of all their monthly fees until the End Date stated in the Membership Form. All fees and any other costs relating to termination or non-payment will be payable immediately on demand by The Co-Working Collective.

22. Complaints and Suggestions

Members' complaints will be put in writing to us and will be fully considered, if necessary, by us.

We welcome all suggestions, which can be made by writing to hello@thecoworkingcollective.nz.

23. Disclaimer of Liability

The Co-Working Collective will not be liable for any damage to or loss or theft of any member's personal property while on the premises and we recommend you insure your property as needed. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded. Also, we cannot accept and hereby exclude any liability for any indirect or consequential losses or for any of the following types of loss (in each case whether direct or indirect) suffered or incurred by a member arising out of any failure by The Co-Working Collective to comply with this agreement or in relation to the operation of the premises, including without limitation any unavailability or poor performance of any of the office services:

- loss of profit;
- loss of revenue;
- loss of anticipated savings;
- loss of business, opportunity or contract;
- loss of goodwill; and
- loss of or corruption to data.

If, notwithstanding these exclusions, The Co-Working Collective is liable to any member whether in contract, tort (including negligence or breach of statutory duty) or otherwise for any reason arising from this agreement or your use of the Services or premises, our liability will be limited in any calendar year to an amount equal to 3 months of membership fees paid by the member in that year.

As you hold yourself out as acquiring the Services for business purposes, you acknowledge that the provisions of the Consumer Guarantees Act 1993 will not apply and are expressly excluded.

24. General

Notices: Any notice required to be given under this agreement can be given by email and will be deemed as delivered on the working day on which confirmation of receipt or reading is given (in any form other than automated confirmation of receipt) or, if given after 5.00pm (in the place of receipt) on a working day or, if given on a non-working day, on the next working day after such confirmation is given.

Events outside our control: If any cause beyond our reasonable control including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or equipment, embargo, accident, emergency, act of God interfere with our performance of any of our obligations under this agreement then we may at our sole discretion suspend our performance of any such obligation or cancel any booking and we will not be liable to you in any respect.

Waiver: This agreement remains in force notwithstanding any neglect, forbearance or delay in enforcement. We will not be deemed to have waived any condition unless such waiver will be in writing and such waiver will only apply to the particular transaction to which it refers.

Severability: If any clause or provision of this agreement will be held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such clause will not apply to this agreement. The remaining provisions of this agreement will remain in full force and effect as if the clause or provision held to be illegal or unenforceable had not been included.

25. Governing Law

This agreement will be governed by the law of New Zealand and New Zealand Courts will have exclusive jurisdiction in respect of any dispute between a member and The Co-Working Collective arising out of or in relation to it.

26. Privacy Act and Privacy Policy

All information that you give us will be kept confidential and only used for purposes which you have agreed to or in respect of which you have otherwise given us permission. We will use the information you provide to us to:

- arrange and provide the Services;
- keep in contact with you;
- invoice and arrange payment of the price for the Services;
- with your permission, keep you up to date with information about services provided by us and our partners and providers;
- with your permission, send you information we think you may find useful, including information about new products and services we may be offering, or plan to offer.

We may disclose aggregate statistics about our members in order to describe our services to prospective partners, advertisers and other reputable third parties and for other lawful purposes, but these statistics will include no personally identifying information.

We may disclose personal information if required to do so by law or if we believe that such action is necessary to protect and defend the rights, property or personal safety of The Co-Working Collective or any member.

We place great importance on the security of all personally identifiable information associated with our clients, partners and providers. We have security measures in place to attempt to protect against the loss, misuse and alteration of personal information data under our control. While we cannot ensure or guarantee that loss, misuse or alteration of data will not occur, we use our best efforts to prevent this.

You have a legal right to a copy of all the personal information we hold about you. You also have a right to correct any errors in that information. You have a right to opt out of direct marketing communications.