



## THE MADOLY BUSINESS CENTRE

# TERMS AND CONDITIONS

## For Non-Exclusive Use of the Premises

The Licensor agrees to provide you as the Licensee with access to the Premises and use of a Workspace subject to the following Terms and Conditions. Please read them carefully. By accessing the Website, you agree to be bound by these Terms and Conditions.

EXECUTED as an agreement:

EXECUTED by Madoly Centre Pty Ltd in accordance with s27(1) of the Corporations Act 2001 (Cth)

## LICENSE AGREEMENT

### 1. DEFINITIONS

**Access Hours** – means the hours during which the Premises is available for access to the Licensee according to the Madoly Centre as described in Item 1 of Schedule 1.

**Bank Account** – means a funds account with a registered financial institution.

**Business Day** – means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in Western Australia.

**Confidential Information** – has the meaning given to it in clause 10.

**Deposit** – means the initial fee as described in Item (3) of Schedule 1 given by the Licensee to the Licensor to secure the service /room.

**GST** – means any goods and services tax under the GST Act or a tax of a like or analogous nature that is imposed, assessed or levied in relation to any supply made of goods, services or any other thing under these Terms and Conditions or via the Website.

**Madoly Centre** – means Madoly Centre Pty Ltd (ABN: 82 662 840 155) otherwise known as the Licensor.

**Licensee** – has the meaning given to it in Item (6) of Schedule 1.

**Licensor** – means Madoly Centre Pty Ltd (ABN: ACN:) and is stated in Item (8) of Schedule 1.

**Meeting Room fee** – means the fee for the hire of a Meeting Room as described in Item (10) of Schedule 1.

**Outgoings** – means the expenses accrued by the Licensee as described in Item (12) of Schedule 1.

**Permitted Activities** – means activities permitted at the Premises in accordance with the Policies and Procedures and as described in Item (13) of Schedule 1.



## THE MADOLY BUSINESS CENTRE

**Policies and Procedures** - means policies and procedures for use of the Premises by Licensees that can be accessed as described in Item (14) of Schedule 1.

**Price** - means the price or fee payable by the Licensee to the Licensor for a Co- working Membership as described in Item (16) of Schedule 1.

**Term** - means the period of time that the Licensee is subscribed and described in Item (17) of Schedule 1.

**Website** - means the internet site owned by Madoly Centre and operating under the URL [www.madoly.com](http://www.madoly.com)

## 2. CAPACITY

The Licensee represents and warrants that they:

- (a) are at least 18 years of age;
- (b) have the legal capacity to enter into legally binding contracts under applicable law; and
- (c) if the Licensee is a company, are properly authorised to bind the company to this Agreement.

## 3. VARIATION

3.1 The Licensor may vary these Terms and Conditions by publishing them on the Website without notice or explanation to the Licensee and the Licensee's continued use of the Website will be deemed to be acceptance of any variation to these Terms and Conditions.

## 4. USE OF THE PREMISES AND WORKSPACE

4.1 The Licensor will ensure that the premises are in good repair;

4.2 The Licensor grants a licence to the Licensee to use the Workspace for the Permitted Activities during the Term, subject to these Terms and Conditions and will provide access during the Access Hours and at such other times at the discretion of the Licensor;

4.3 The Licensee shall not use or allow the premises to be used in such a manner as to cause a nuisance to the occupants of neighbouring properties or persons using other portions of the facilities at the same time;

4.4 The Licensee shall only use the premises for Office, Professional Workshop & Event activities.

## 5. PRICE & PAYMENT

5.1 The Licensee must pay to the Licensor the Price and applicable Outgoings by the Due Date without deduction or set-off (exclusive of GST);

5.2 The Licensor must render a valid Tax Invoice to the Licensee for the Price and any Outgoings.



## THE MADOLY BUSINESS CENTRE

5.3 If the Price is unpaid by the Due Date, or if the Licensee does not meet any other obligation under these Terms, the Licensor may terminate these Terms and refuse the Licensee's entry to the Premises.

5.4 It is the Licensee's responsibility to ensure that there is at all times sufficient clear credit available in The Licensee's Bank Account or on The Licensee's Card to meet the payments detailed in these Terms and Conditions; and

5.5 If the Licensee fails to make payment in accordance with these Terms and Conditions, the Licensee will be liable for any reasonable costs incurred by the Licensor in recovering the debt (including any legal fees, bank fees, collection agency charges or any other reasonable costs).

## 6. DEPOSIT

6.1 The Licensor is entitled to use the Deposit to remedy any breach by the Licensee of its obligations under these Terms (including failure to pay) and may require the Licensee to repay such an amount to ensure the Deposit is at all times available to the Licensor.

6.2 The Licensor must refund to the Licensee any unused part of the Deposit within 2 months of the termination of these Terms and vacation by the Licensee from the Workspace.

6.3 The Licensee will pay to the Licensor the reasonable costs of repairs or replacement to items damaged during or as a result of the Licensee's occupation of the premises.

## 7. LICENSEE OBLIGATIONS

7.1 The Licensee agrees:

- (a) to keep the facilities clean, tidy, free of damage and place all refuse in rubbish bins provided;
- (b) not to smoke on the Premises;
- (c) to notify the Licensor immediately upon becoming aware of any defects in the Premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act, 1983;
- (d) to return all keys or access granting devices to the Licensor when this Agreement has ended;
- (e) to comply with the Workspace Policies and Procedures and any reasonable requests or directions by the Licensor including immediately reporting any injuries to the Licensor;
- (f) that the Licensee's access to the Website and the Premises is at the Licensee's own risk;
- (g) to adopt appropriate security measures to protect their own property and intellectual property;
- (h) not to display anything that could be reasonably construed as being capable of causing offence.



## THE MADOLY BUSINESS CENTRE

### 7.2 The Licensee will not:

- (a) use or allow the premises to be used for any illegal purposes or violate any laws;
- (b) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (including the right of privacy) of other Licensees, the Licensor or third parties;
- (c) misuse or attempt to undermine the security or integrity of any computing systems or networks;
- (d) transmit or input files, content, data or materials that may damage other computing devices or software, contain offensive content or violate any law;
- (e) install IT or telecom connections at the Premises without written consent from the Licensor;
- (f) erect or cause or allow to be erected on or near the premises any sign, advertisement or other material without the written consent of the Owner.

7.3 The licensee will agree that they intend to act in accordance with the Equal Opportunity Act (Vic) 2010 and all federal anti-discrimination laws.

## 8. INDEMNITY

8.1 The Licensee shall indemnify the Licensor and hold it harmless from and against all damages costs, actions claims and demands which may be sustained or suffered by or against the Licensor arising out of the use of the Premises or the Copyright Act 1968 by the Licensee, its servants, employees, agents, invitees and/or employees, agents and/or invitees are legally liable. Access is at the Licensee's own risk.

8.2 The Licensee indemnifies the Licensor against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Licensee, its employees, agents and/or invitees.

## 9. INSURANCE

Please see Item 5.

## 10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

10.1 The Licensee acknowledges and agrees that they may be exposed to Confidential Information, being all information in whole or in part disclosed by the Licensor, any employee, affiliate, or agent of the Licensor, another Licensee or a third party that is non-public, confidential or proprietary in nature which also includes without limitation information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through observation of or access to the facilities, computer systems, books, records, analyses, compilations, studies or other documents derived in any manner from the Confidential Information that the Licensee is obligated to keep confidential or know or have reason to know should be treated as confidential.



## THE MADOLY BUSINESS CENTRE

10.2 Intellectual Property means any patent, trademark, service mark, copyright, moral right, right in a design, know-how or other intellectual or industrial property rights, anywhere in the world whether or not registered. All Intellectual Property remains that of either the Licensor or the relevant other Licensee or third party as may be applicable.

10.3 In using a Workspace and the Premises, the Licensee agrees to:

- (a) maintain all Confidential Information and Intellectual Property in strict confidence; and
- (b) not disclose Confidential Information or Intellectual Property to any third parties or use Confidential Information or Intellectual Property in any way directly or indirectly detrimental to the Licensor, other Licensees or any third party.

## 11. RELATIONSHIP

11.1 The Address is not owned by the Licensor and these Terms and use of the Workspace remain subject at all times to the lease between the Licensor and the owner of the Address;

11.2 These Terms and Conditions create no tenancy interest, leasehold estate, partnership or real property interest in the Licensee's favour with respect to the Premises or Workspace.

## 12. GENERAL

12.1 Agreement, consent, notice or communication under these Terms is effective if it is sent as an electronic communication (within the meaning of the Electronic Transactions Act 1999 (Cth)).

12.2 These Terms can only be amended or supplemented by another agreement executed by the parties.

12.3 The Licensee may only assign or otherwise create an interest in their rights under this document with the Licensor's written consent. The Licensor may assign this Agreement upon written notice to the Licensee.

12.4 Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in these Terms.

12.5 If any part of this Agreement are found to be void, unlawful, or unenforceable then that part will be deemed to be severed without affecting the validity and enforceability of the remaining provisions.

12.6 These Terms are governed by the laws of the State of Western Australia.



## THE MADOLY BUSINESS CENTRE

### 13. CANCELLATION AND TERMINATION

Either party may terminate this Agreement after giving the other party the required Notice of 1 calendar month for Flexi, and two calendar months for Fixed desk agreements, without specifying any cause. For private offices the required Notice of six calendar months is required. The Licensor may terminate this Agreement without prior notice in the event of non-payment or breach of this Agreement by the Licensee.

### 14. MEETING ROOMS

14.1 Meeting Rooms are available for hire by Licensees subject to Booking and availability.

14.2 By placing a Booking, the Licensee agrees to pay the Meeting Room Fee notified to the Licensee at the time of placing the Booking.

14.3 The Licensor reserves the right to accept or reject the Licensee's booking or direct the Licensee to vacate the Meeting Room should the need arise.

14.4 If less than 24 hours cancellation notice is given to the Licensor by the Licensee, the Meeting Room Fee is forfeited. The Licensor reserves its right to cancel the Booking and refund the Meeting Room Fee.

### 15. STORAGE

The Licensor may provide the Licensee with storage facilities. The Licensee must always keep valuable items with them at all times. Madoly Centre accepts no responsibility for any loss, theft, or damage to Licensee Property.

### SCHEDULE 1

Item (1) Access Hours The Licensee can access the Premises and the Workspace during the Access Hours of: 8am-6pm .

Item (2) Co-working Membership The Licensee Membership is: Agreed as per the Madoly Centre Membership, Schedule and Guidelines.

Item (3) Deposit The Deposit that the Licensee will pay to the Licensor prior to the start of their Co-working Membership and access to the Premises will be: Full month Payment in advance to secure the membership.

Item (4) Due Date The Due Date for payment by the Licensee will be: Full Month in advance ongoing.

Item (5) Insurance The Licensor warrants that it has the following current insurance policies: Building Insurance, Contents Insurance, Public Liability.

Item (6) Licensee The Licensee is the person who has executed this Agreement as Licensee, whether in their own capacity or in their capacity as an authorised officer of a business or company.



## THE MADOLY BUSINESS CENTRE

Item (7) Licensor The Licensor is Madoly Centre Pty Ltd (ABN: 82 662 840 155).

Item (8) Licensee Property The Licensee is responsible for their own property / contents and associated insurance(s). It is recommended the Licensor is advised of any property brought onto the premises.

Item (9) Meeting Please refer to Madoly Centre Membership, Schedule and Rooms Guidelines.

Item (10) Meeting Room Fees Please refer to Madoly Centre Membership, Schedule and Guidelines.

Item (11) Notice The notice period prior to the end of the Term that is required will be: As per Madoly Centre Membership, Schedule and Guidelines.

Item (12) Outgoings The Licensee must pay for the following services and office expenses at the Licensor's standard rates at the time:

- Colour printing, 10c per copy, Black & White printing 5c per copy over the allocated 100 Black & White copies
- Administrative assistance and services (if established)
- Over and above services approved by Licensor (e.g. phone line)

Item (13) Permitted Activities Permitted Activities at the Premises are outlined in the Policy and Procedures and also include: Office, Professional Workshop & Event activities only.

Item (14) Policies and Procedures The general Policies and Procedures including the Privacy Policy of Madoly Centre are accepted by the Licensee and can be accessed by: Induction (hardcopy and via email)

Item (15) Premises means the properties located at

Level 1, Victoria House 4 Thorburn Way Shenton Park WA 6010, and includes the Co-working Space in all spaces.

Item (16) Price The Price of this Agreement shall be: Agreed as per the Madoly Centre Membership, Schedule and Guidelines.

Item (17) Term The Term of this Agreement shall be: Agreed as per the Madoly Centre Membership, Schedule and Guidelines.

Item (18) Workspace The co-working workspace designated to the Licensee will be to the home space selected by the member and applicable to all Spaces in the Madoly Centre network.

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