

**JPF Management Pty Ltd trading as “A23 Co-working Desks and Offices” at 23 Atchison St St. Leonards NSW 2065.**

**Terms & Conditions**

The following paragraphs outline the terms and conditions (Terms) of the agreement between the Tenant and A23 applying to occupying Space at 23 Atchison Street, St Leonards, NSW 2065.

**1 Definitions**

In these Terms, the following definitions apply:

**A23:** means JPF Management Pty Ltd trading as A23.

**Fee:** means the fee specified in correspondence as applicable to your lease, as may be varied by us from time to time in accordance with clause 5.4.

**Tenant:** means the person, Company or organization granted the right to use and occupy the property of A23.

**Our Property** means any furniture, equipment, documents or other property in the Space that is owned or controlled by A23.

**Policies** mean any of our codes of conduct, policies and procedures accessible on our Website or otherwise made available to you, as added or amended by us from time to time.

**Space** means the buildings and facilities located at 23 Achison Street St Leonards NSW 2065

**Your Property** means any equipment, documents, property or possessions that you bring into the Space.

**Website** means A23’s website “[www.a23.net.au](http://www.a23.net.au)”.

## **2 The Lease**

2.1. These Terms shall be agreed to by the Tenant before occupying the Space. If there is anything that you do not agree with or do not understand in these Terms, please do not accept them and contact A23 at “hello@a23.net.au” so we can address your concerns.

2.2. A23 will endeavor to provide the Services to the best of our ability. We value your feedback, and if A23 are not meeting your expectations please let us know so we can find a way of address the concern.

2.3. The Tenancy can not be transferred to another party without A23’s written consent.

2.4. You agree to comply with your obligations under these Terms, and with any additional obligations communicated in writing to the Tennant by A23 contained in any of our Policies.

2.5. Your Lease entitles you to access and use the Wireless internet service at A23. Wireless login identities and passwords are issued to each individual person authorized by A23 to use the space. They shall not be shared with anyone else. Please ensure the security of your login details. Contact A23 immediately if you believe someone else has access to or is using them. You must use the Internet Service in accordance with the terms of use accepted by you when you first login, and as amended from time to time. If A23 believe a Login Identity has been compromised, it will be terminated and a new identity issued on your request.

## **3 The Space**

3.1. The Space is a shared office and we ask that you consider other Members and use the Space and Internet Service in a respectful way. The use of illegal drugs, intoxication, offensive language, threatening behavior, abuse of our staff or other Tenants and damage to Our Property, or that of another Tenant, will not be tolerated. A23 reserve the right to remove offenders from the Space, and suspend or cancel their Membership and access to the Internet Service.

3.2. The Space is a collaborative workspace, you may find you're working in around individuals or organisations that compete with your business. It's your responsibility to ensure that obligations you have regarding proximity and confidentiality with respect to such competing organisations and other Tenants generally are adhered to.

3.3. The Tenant acknowledges that, due to the shared nature of the Space, sensitive information may sometimes be overheard, and agrees to respect the privacy and confidentiality of other Tenants in such circumstances.

3.4. Where your Tenancy entitles you to access the Space, this is a license to use the Space, and does not give you an exclusive right to any part of the Space unless granted in writing from A23. You are responsible for ensuring that the Space meets the needs of your business or enterprise. A23 make no warranties or representations that the Space is suitable for the purpose you intend to use it for.

3.5. A23 ensure that Our Property is maintained in a good condition and complies with any applicable legal or other regulatory requirements. It is your responsibility to ensure that Your Property is fit for purpose and is used in a safe manner. You must ensure any electrical equipment you bring into the Space is inspected and tested in accordance with AS/NZS 3760:2010.

3.6. You acknowledge that you will be liable for, and agree to indemnify us for any damage caused to the Space or Our Property, or for any claim brought against us, by malfunctioning or incorrectly used equipment brought into the Space by you, your employees or your guests. This includes, but is not limited to, damage caused by non-compliant electrical equipment or electrical equipment not fit for use in Australia.

3.7. You are responsible for making good or indemnifying us (at our option) for any damage caused to the Space or Our Property or the property of other Tenants by you, your employees or your guests (excluding fair wear and tear).

3.8. A23 take all reasonable measures to ensure the Space is a safe

and healthy working environment. You are responsible for your own safety (and that of your employees and guests) whilst in the Space. This includes using Our Property and Your Property safely, for the purpose it was intended for, and with a reasonable amount of care.

3.9. If you see anything you consider unsafe in the Space, or witness another Tenant or any of our employees doing anything unsafe, please notify us within 1 day of the incident occurring, and we will take all reasonable measures to rectify the issue.

#### **4 Making Changes or Cancelling**

4.1. A23 may amend these Terms at any time by providing 1 months' written notice or posting them on the Website. We will inform you in writing that a change has been made. If you are unhappy with any proposed changes contact any of our staff members and we will use reasonable endeavors to address your concerns.

4.2. You may change your personal and billing information and change or cancel your Membership via Email to [hello@a23.net.au](mailto:hello@a23.net.au) by giving at least 30 days notice prior to the day you require the change or cancellation to take effect.

4.3. A23 may cancel your Tenancy with immediate effect if the Tennant:

- a) breach your obligations in clause 3.1;
- b) breach any of your other obligations in these Terms and, if such breach is capable of remedy, you do not remedy your breach within 7 days of being notified by us;
- c) fail to pay the Fee, and such failure is not remedied within 7 days;
- d) are found to breach any of the laws or statutes of the Council, the State of NSW or the Australian government: and / or
- e) fail to comply with our Policies, provided that we have given you

written notice of such failure and our required remedy, and a reasonable time to rectify the failure.

4.4. Termination of your Tenancy under clause 4.3 will not entitle you to a refund for any portion of the Fee, and you shall remain liable for any amounts which have become due but remain unpaid.

4.5. A23 may cancel your Tenancy at any time by providing at least 30 days' written notice.

## **5 Lease Fees**

5.1. A23 will provide you with the Services in consideration for you paying the Fee in the manner identified in clause 5.2 below.

5.2. Unless otherwise agreed between us, we accept payment of the Fee by automatic direct payment from an account nominated by you. The Fee payable monthly in advance on or around the 1st of each month, or the next available business day, and will continue to be paid until your Tenancy ends.

5.3. It's your responsibility to ensure that your payment details are kept up to date and that there are sufficient funds in your nominated account to enable the successful payment of the Fee each month. If the transaction is rejected for any reason you will be liable for any reasonable costs incurred by us in recovering the debt, including but not limited to any legal, bank or collection agency fees.

5.4. The Fee is subject to review. You will be notified in writing 3 months prior to any change in the Fee taking effect.

5.5. The Fee and any other prices referenced on our Website or otherwise communicated to you are quoted exclusive of GST.

5.6 A \$50 administration fee will be charged each time your Fee remains overdue past the 10th of each month.

## **6 Meeting Spaces**

6.1. Communal meeting spaces in the Space are available free of charge. These meeting spaces are for the shared use of all Tenants. Meeting room bookings are limited to 2 hours. Meeting spaces will not be used as working space at any time. A23 ask this be respected to allow all Tenants to smoothly use the spaces. Meeting spaces are booked via the booking tool made available to you as part of your Tenancy. A23 do not provide any guarantees as to the availability or suitability of the meeting space and may request you to vary your booking or amend or suspend access to the meeting spaces as may be reasonably necessary from time to time.

## **7 Fair Use by Tenants**

7.1. A23 can only provide the Services for the Fee quoted if Tenants use the Space fairly. Using the Space fairly means that you:

- a) Limit the number of guests you bring into the Space; and
- c) Limit printing to a reasonable amount, in accordance with any policies introduced from time to time by us and communicated to you.

7.2. You must not use the internet access provided for excessive downloads or for any illegal purpose. This includes, but is not limited to, the use of any torrent client software.

7.3. If your guests would like to work in the Space for all or part of the day, you are welcome to request approval from A23. A daily fee agreed in advance may be applied for ongoing usage.

7.4. Continued abuse of the fair use requirements in clause 7.1 may result in the suspension or termination of your Lease.

## **8 Security & Confidential Information**

8.1. Confidential Information includes information relating to either party's business, employees, clients, products and business processes. Any Confidential Information you give us, or we give you, remains confidential. We have adequate policies and procedures in place to protect Confidential Information you disclose

to us and you agree to take reasonable care to protect any Confidential Information we may disclose to you and not disclose it to any third party.

8.2. You are responsible for ensuring that your Confidential Information, and that of any of your employees, remains secure. A23 will not be liable for any unauthorised disclosure of your Confidential Information.

8.3. A23 make no representations about the security of our internet connection, and you must take reasonable security measures (i.e. encryption) as are necessary for your business or enterprise.

8.4. A swipe Tag is needed by all Tenants to access the Space and are issued by A23. A deposit, refundable on return of the card in good and working condition, is charged for each Tag. Swipe Tags are not transferrable and must be returned to us at the end of your Membership. To ensure security in the Space you must not lend your swipe Tag to any other person, and must notify us immediately if it's lost or stolen. If you lose your swipe card you must purchase a new card from A23.

## **9 Liability and Insurance**

9.1. A23 maintain a public liability insurance policy that covers the Space and we carry our own contents insurance. Our contents insurance does not extend to Your Property or the property of your guests. You should make your own insurance arrangements to ensure that Your Property and any other liabilities are covered, including public liability and meeting any State or Territory workers compensation insurance requirements.

9.2. Our staff oversee the Space during business hours (9am-5pm, Monday to Friday, excluding public holidays), however we do not accept responsibility for loss or damage to any of Your Property left in the Space.

9.3. Our liability to you for breach of these Terms will be capped at an amount equal to the Fees that you have paid in the 1 month prior to the claim arising. We will not be liable for any indirect or

consequential loss, including any loss of actual or anticipated business, income or loss of opportunity.

9.4. The Tenant agrees to indemnify A23 for any loss incurred by A23, other Tenants or any claim against A23 resulting from a breach of these Terms or action by the Tenant, their employees, guests and visitors.

9.5. Nothing in these Terms shall exclude or limit any rights or remedies you may have under the Australian Consumer Law (ACL), set out in schedule 2 of the Competition and Consumer Act 2010.

## **10 Things Out of Our Control**

Sometimes events happen that are out of our control. These include things like strikes, lock outs, accidents, war, fire or the delay or failure in manufacture, production, or supply by third parties of equipment or services. Such events may prevent us from providing you with access to the Space, providing the Services in whole or in part, or may prevent you from performing your obligations under these Terms. In such cases both parties agree that the other party will not be liable for any delay or failure in performing their obligations. Either party may terminate the Lease.

## **11 Privacy**

We are committed to maintaining the confidentiality and security of your personal information and managing it in an open and transparent way. We take our obligations under the Privacy Act 1988 and the Australia Privacy Principles very seriously and have implemented practices, procedures and systems to ensure we comply with those laws.