NAVIGATE AUSTRALIA

NAVIGATE BUSINESS HUB
Membership Agreement

Welcome to Our Community! Upon commencement of your Agreement, enjoy the benefits of the Navigate Australia Community by accessing https://navigateaustralia.com.au/

Office Location (tick ☑ appropriate boxes)

Melbourne: ☐ Suite 1, Level 18, 390 St Kilda Rd, Melbourne VIC 3004, Australia

Adelaide: ☐ Suite 601, 147 Pirie St, Adelaide, SA 5000, Australia

Product Details

	Virtual Office	Dedicated Desk	Private Office (3 desks)
Inclusions	▪ Business Address ▪ Mail sorting, scanning and forwarding by email ▪ Secure shredding of mail and documents ▪ Use of boardroom for 4x1hr meetings per month	▪ Unlimited access to dedicated desk ▪ 24/7 access to the office ▪ Assigned desk and chair ▪ High speed unlimited WIFI ▪ Business Address ▪ Mail sorting, scanning and forwarding by email ▪ Secure shredding of mail and documents ▪ Use of boardroom for 8 x 1hr meetings per month ▪ Unlimited printing, scanning and photocopying ▪ Access to kitchen with tea and coffee ▪ Business concierge to welcome clients ▪ Access to shower facilities ▪ All outgoings, buildings and contents insurances included	▪ Unlimited access to secure private office with 3 desks ▪ 24/7 access to the office ▪ High speed unlimited WIFI ▪ Business Address ▪ Mail sorting, scanning and forwarding by email ▪ Secure shredding of mail and documents ▪ Unlimited use of the boardroom ▪ Unlimited printing, scanning and photocopying ▪ Access to kitchen with tea and coffee ▪ Business concierge to welcome clients ▪ Access to shower facilities ▪ All outgoings, buildings and contents insurances included
Membership Fee	▪ $299/month	▪ $799/month ▪ Min 6 months	▪ $2,499/month ▪ Min 6 months
Setup Costs	▪ $0	▪ Building security pass $100 ▪ Deposit Bond – 1 month	▪ Building security pass $100 ▪ Deposit Bond – 1 month
Optional Extras	☐Telephone Line Rental and Phone Answering Service $100/month (plus call costs – bills will be forwarded) ☐Mail forwarding $5/package (plus postage costs) ☐Additional Boardroom hire $120/hour	☐Telephone Line Rental and Phone Answering Service $100/month (plus call costs – bills will be forwarded) ☐Mail forwarding $5/package (plus postage costs) ☐Additional Boardroom hire $120/hour ☐Carpark Space $300/month ☐IT Support $120/hour	☐Telephone Line Rental and Phone Answering Service $100/month (plus call costs – bills will be forwarded) ☐Mail forwarding $5/package (plus postage costs) ☐Carpark Space $300/month ☐IT Support $120/hour
Membership type	☐	☐	☐

NAVIGATE AUSTRALIA

Add-on Services

☐ **Domain Registration**	**Fee**	$150/year/domain			
☐ **Domain Maintenance**	**Fee**	$110/year/domain			
☐ **Company Email**	**Setup**	$49/user	**Maintenance**	$29/user/month	**Number of Users:** .....
☐ **Sharepoint / Cloud Drive**	**Setup**	$99/user	**Maintenance**	$69/user/month	**Number of Users:** .....

Member Details

Name of Member

Signed for and on behalf of the Member

Referred to as the ("The Guarantor") I hereby agree to comply with the terms and conditions as set out on the following page

Client Details

Client Name:

Address:

City: **Country:**

Telephone: **Mobile:**

Email

Commencement Date: Click or tap to enter a date.

An administration fee of $105+GST will be charged for downgrading or termination (along with any minimum contractual obligations). An additional fee for Dedicated Desk clients may be charged upon termination for the legitimate costs associated with restoration of physical property.

Method of Payment

Monthly charges: Payment for service charges and fees is to be made by bank transfer or credit card deduction

Credit Card ☐ Bank transfer ☐ Direct Debit (the Direct Debit form will be sent as requested)

Notes



Client Signature **Date**



Terms & Conditions

1. DEFINITIONS
In these Terms, the following definitions apply:
NavAus means Navigate Australia Pty Ltd, trading as Navigate Australia Co-Working Space.
Deposit means the deposit equal to one month's Fees, payable to us prior to commencing your Membership.
Fees means the fees specified on the Website as applicable to your Membership, as may be varied by us from time to time in accordance with clause 6.d.
Member means a person granted Membership by us.
Membership means the membership level selected by you.
Minimum Notice means the minimum period of notice to terminate your Membership, as selected by you.
Our Property means any furniture, equipment, documents or other property in the Space that is owned or controlled by us.
Policies mean any of our codes of conduct, policies and procedures accessible on the member portal or otherwise made available to you, as added or amended by us from time to time.
Services means the services included in your Membership as identified on the Website, as updated and amended by us from time to time.
Space and **Premises** means the buildings and facilities where our coworking space is located at the address listed on the Website.
Your Property means any equipment, documents, property or possessions that you bring into the Space.
Website means our website located at https://www.navigateaustralia.com.au/

2. THE MEMBERSHIP
a. These Terms need to be agreed to by you before you can commence your Membership. If there is anything that you do not agree with or do not understand in these Terms please do not accept them and contact us so we can try to address your concerns.
b. We will endeavour to provide the Services to the best of our ability. We value your feedback, and if we are not meeting your expectations please let us know so that we can try to find a way of addressing this.
c. Your Membership is personal to you. You may not transfer your Membership to someone else without us agreeing to it in writing first.
d. Sharing a key / security code with a non-member is strictly prohibited and is grounds for immediate cancellation of your membership. We can provide temporary access codes for guests upon request.
e. You agree to comply with your obligations under these Terms, and with any additional obligations contained in any of our Policies.
f. Your Membership entitles you to access and use the Portal. Your Portal login details are personal to you, and must not be shared with anyone else. You should take sufficient care in ensuring the security of your login details, and contact us immediately if you believe that someone else has access to them or is using them. You must use the Portal in accordance with the terms of use accepted by you when you first login, as amended from time to time.
g. We are not responsible for any property you leave behind in the Premises. It is your responsibility to ensure that you have retrieved all of your personal items prior to leaving. Prior to the termination or expiration of your Membership, you must remove all of your property from the Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in the Premises, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.

3. THE SPACE
a. The Space is a shared office and we ask that you consider other Members and use the Space in a respectful way. Offensive language, threatening behaviour, abuse of our staff or other Members and damage to Our Property, or that of another Member, will not be tolerated. We reserve the right to remove offenders from the Space, and suspend or cancel their Membership.
b. Members working in the Space must respect the right of others to have "quiet enjoyment" of the Space and keep personal telephone conversations to a low level and only listen to personal music via headphones. Private enclosed spaces are provided for personal telephone conversations. Excessive noise that disturbs other tenants will not be tolerated.
c. The Space is a collaborative workspace, and you may find that you are working in close proximity to individuals or organisations that compete with your business. It is your responsibility to ensure that any obligations you may have regarding proximity and/or confidentiality with respect to such competing organisations and other Members generally are adhered to.
d. You acknowledge that due to the shared nature of the Space, sensitive information may sometimes be overheard, and you agree to respect the right of privacy and confidentiality of other Members in such circumstances.
e. Where your Membership entitles you to access the Space, this is a licence to use the Space, and does not give you an exclusive right to any part of the Space. You are responsible for ensuring that the Space meets the needs of your business or enterprise. We make no warranties or representations that the Space is suitable for the purpose you intend to use it for.
f. We 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 that any electrical equipment you bring into the Space is inspected and tested in accordance with AS/NZS 3760:2010.
g. 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.
h. You are responsible for making good or indemnifying us (and do hereby authorise us to charge you) for any damage caused to the Space or Our Property by you, your employees or your guests (excluding fair wear and tear).
i. We 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.

4. USE OF THE SPACE
a. Members must only use the Space for office purposes unless they have obtained prior written consent from NavAus.
b. If your Membership allows you 24/7 access this does not allow you to sleep on the premises.
c. Smoking is prohibited on the premises, including balconies, at all times.
d. Members must not conduct an auction or sale on the premises or use the premises for any medical or retail activities or other nature involving frequent use by or visits from members of the public.
e. Permanent members and private office holders may use the premises address as their business mailing address; however mail must be collected within 45 days or it will be returned to sender and no responsibility for lost or re-directed mail will be accepted by NavAus.
f. Members may not make any alterations or additions to, or put up any partitions or wall coverings on, any part of Space without prior consent from NavAus. If consent is given to make alterations or additions, a strict 'make good' policy applies at the end of your tenancy where you must return the space you occupied to its original condition or forfeit your security deposit in lieu or pay for any costs incurred to return the Space to its original condition.
g. Members must not bring any explosive or flammable or corrosive fluids or chemicals into the Premises

5. MAKING CHANGES OR CANCELLING
a. We may amend these Terms at any time by providing written notice. If we choose to do so, we will inform you in writing. If you are unhappy with any proposed changes contact any of our staff members and we will use reasonable endeavours to address your concerns.
b. You may change your personal and billing information and change or cancel your Membership. You must do this at least 30 days prior to the day you require the change or cancellation to take effect.
c. We may cancel your Membership with immediate effect if you:
- breach your obligations in clause 3.a
- 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;
- fail to pay the Fees, and such failure is not remedied within 3 days; or
- 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.

d. Either party may cancel your Membership at any time by providing the other party with at least the Minimum Notice in writing. If you fail to give us the Minimum Notice, or if your Membership is terminated in accordance with clause 5.c, you shall remain liable for all Fees for the Minimum Notice period.
e. We will refund to you the Deposit within 7 days of termination of your Membership for any reason. We reserve the right to deduct from the Deposit any amounts owed to us by you, including, but not limited to, any outstanding Fees.
f. Cancellations for the meeting rooms are fully refundable up to 48 hours prior to the booking date, cancellations made after this time forfeit a 50% booking fee.

6. MEMBERSHIP FEES

a. We will provide you with the Services in consideration for you paying the Fees in the manner identified in clause 6.b below.
b. Unless otherwise agreed between us, we only accept payment of the Fees by automatic direct debit from a credit card nominated by you (Visa or Mastercard). The Fees will be debited monthly in advance from your nominated account and will continue to be debited until your Membership ends in accordance with clause 5.
c. It is 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 debit of the Fees 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.
d. Late payment of fees will also incur interest charges of 15% per annum and you may be subject to a lock out of the space if overdue payments are not rectified within 3 business days.
e. The Fees may be subject to review each calendar (January – December) or financial year (July – June) at our discretion. You will be notified in writing prior to any increase in the Fees taking effect.
f. Prior to your Membership commencing, unless otherwise agreed between us in writing, we will deduct the Deposit from the credit card nominated by you for payment of the Fees.

7. MEETING SPACES, VENUE HIRE AND PRINTING

a. Meeting rooms are available in the Space for use by Members based on availability. If meeting room credits are included in your Membership these are not transferrable to another member and cannot be rolled over from month to month.
b. A credit card must be left on file for all meeting room bookings and the room must be returned to the original condition it was in prior to the booking. Any damage to the fixtures and fittings, walls, doors or AV system will be charged back to the client. Please note the we DO NOT ALLOW paper or other items to be placed on the walls in the meeting rooms.
c. Meeting Spaces are charged for the time booked and reservations are not considered to be confirmed until full payment has been made. Where you stay longer than your allotted time slots, it will be up to the discretion of management to charge you for your extra time and for any extra hours incurred by our staff or community managers.
d. Meeting spaces booked outside of staffed hours (9am-5pm Monday to Friday) may incur an extra $30 per hour staffing fee and this will be charged at the discretion of management.
e. Meeting rooms are for members and clients to use for meetings, they are not to be used to house member's guests who wish to work for the day. Should you have guests wanting to work in the space, please purchase a day pass from reception.

8. SIGNAGE

As a shared workspace we cannot accommodate signage for every permanent tenant, however tenants who hold a private office may be permitted to erect signage within their office pursuant to the approval of management. Signage for tenants at permanent desks must not interfere with, or block the view of, any other tenants in the space nor detract from the design and flow of the Space itself. Requests for signage must be made to management for approval prior to installation and any damage to walls or fixtures/fittings from signage must be remedied by the member or be billed by NavAus for any works required to return the space to its original condition.

9. CAR PARKING

A limited number of carparks are available for lease on a short term (month to month) or long term basis. The total cost of the carpark includes the monthly fee plus the council congestion levy. Swipe cards are issued for 24/7 access and are at a cost of $165 + gst should they need replacing. NavAus does not own or manage the car park and accepts no liability or responsibility for any theft or damages incurred whilst parking. You will be charged each month for your car spot. 30 days' notice is required to cancel the car parking agreement.

10. FAIR USE BY MEMBERS

a. We can only provide the Services for the Fees quoted if Members use the Space fairly. We believe that using the Space fairly means that you:
- only use the Space for the number of days per month and during the times allocated to your Membership;
- limit the number of guests you bring into the Space. Please understand that to be fair to other Members we may need to limit guest access in peak times. If for whatever reason you need additional guest access please talk to us to see what can be arranged. For guest access on weekends, 24 hours' notice is required in writing to our email and is subject to approval from NavAus Management. This is purely for security and safety reasons within the Space;
- limit printing to a reasonable amount (and reduce wastage by printing in B&W and double-sided where possible) in accordance with any policies introduced from time to time by us and communicated to you.

b. You must not use the internet access provided for excessive downloads, streaming purposes or for any illegal purpose.
c. If your guests would like to work in the Space for all or part of the day, they are welcome to purchase a day pass, or discuss membership options by contacting our staff in the Space or via phone or e-mail.
d. Guests may only access the space during staffed business hours Monday to Friday 9am-5pm unless otherwise agreed in writing by management. For security reasons, we reserve the right to refuse entry to any guest that has not registered prior to entering the Space.
e. Continued abuse of the fair use requirements may result in the suspension or termination of your Membership.
f. If you are accessing our space pursuant to these terms, common spaces in our Premises are to be accessed by you, and to the extent we permit, your guests, starting from the time immediately prior to your reserved time in the Premises and ending at the time immediately following your reserved time in the Premises. Common spaces are for temporary use and not as a place for continuous, everyday work.

11. TECHNOLOGY

a. We may need to install software onto your computer, tablet, mobile device or other electronic equipment to provide you with the Services. You acknowledge that your refusal to install such software may affect your ability to properly receive the Services you have purchased. We may also provide you with technical support at your request. You agree that we (a) are not responsible for any damage to any of your electronic equipment or systems related to such technical support or software installation; (b) do not assume any liability or warranty in the event that any manufacturer warranties are voided; and (c) do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support. Furthermore, you acknowledge that you have no expectation of privacy with respect to NavAus' internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and your activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies, regardless of whether such activity occurs on equipment owned by you or us.
b. You must not use the internet access provided for excessive downloads, streaming purposes or for any illegal purpose. You hereby indemnify us against any liability associated with the misuse of our technology and internet systems by you, your employees or your guests.
c. Should you require any IT setup that is outside the normal scope of what is already provided in the Space, and requires us to engage external IT contractors, you will be charged at a minimum of $120 per hour + gst for any works undertaken.

12. SECURITY & CONFIDENTIAL INFORMATION

a. 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.

b. You are responsible for ensuring that your Confidential Information, and that of any of your employees, remains secure within the Space. We will not be liable for any unauthorised disclosure of your Confidential Information, unless such disclosure occurs as a result of a breach of our confidentiality obligations to you.
c. We 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.
d. A door access code is needed by all Members to access the Space outside of staffed hours and will be issued with your Membership. To ensure security in the Space you must not lend your access key to any other person, and must notify us immediately if it is lost or stolen.
e. You may be required to present a valid, government-issued photo identification in order to gain access to our Premises. For security purposes, we may regularly record via video certain areas of our Premises. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests or agents about this policy.

13. LIABILITY AND INSURANCE

a. We 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.
b. 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 unattended or unsecured in the Space.
c. 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.
d. You will indemnify us for any loss incurred by us or any claim against us resulting from a breach of you by these Terms or any action of your employees or guests you bring into the Space.
e. 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.
f. We are not liable for actions of other individuals. We do not control and are not responsible for the actions of other individuals using the Services at our Premises. You should be aware that other users or members may not be who they claim to be. We do not perform background checks on our users or members nor do we guarantee that our users' or members' profiles are accurate. We do not endorse, support or verify the facts, opinions or recommendations of our users or members.
g. From time to time, we may investigate any actual, alleged or potential violations of these Terms. You agree to cooperate fully in any of these inquiries. You waive any and all rights against NavAus, and agree to hold them harmless in connection with any claims relating to any action taken by us as part of our investigation.
h. To the extent permitted by law, the aggregate monetary liability of any of NavAus to you or your employees, agents, guests or invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amounts paid by you to us under these Terms for the product or service from which the claim arose in the twelve (12) months prior to the claim arising. NavAus will not be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology. You acknowledge and agree that you may not commence any action or proceeding against NavAus, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

14. THIRD PARTY PRODUCTS OR SERVICES

We do not have liability for third party products or services. The Services may provide you with access to third party products or services. The Services may also provide you with access to advertisements from our other third party business partners. We are not responsible for the content of these advertisements or any links, products, services or other materials relating to any third party products, services, advertisements or other materials. In no event will we be liable, directly or indirectly, to anyone for any damage or loss relating to any use of, or reliance on, any advertisement on the Services or any products, services or other materials relating to any advertisement. You agree that our making available access to or discounts for these third party services does not constitute provision of such third party services by us, and you will look solely to the applicable third party for provision of the applicable third party services and for compensation for any claims, damages, liabilities or losses you may incur in connection with such third party services.

15. 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 Membership if the delay or failure continues for a period of 30 days or more.

16. 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 Australian Privacy Principles very seriously and have implemented practices, procedures and systems to ensure we comply with those laws.

NAVIGATE AUSTRALIA

NAVIGATE AUSTRALIA CO-WORKING SPACE OFFICE PLAN

