

TERMS & CONDITIONS

LIMITED LICENCE AND TERMS TO OCCUPY AGREEMENT

The following words have the following meanings:

- a) "Peregian Beach Workspace" means Peregian Beach Workspace Pty Ltd ABN 87 617 466 029.
- b) "Renter" means the party renting or utilising the office/s, open workspace or boardroom.
- c) "Premise/s" or "the Workspace" means Marquesas, 247 David Low Way, Peregian Beach, QLD 4573.
- d) "License to Occupy Agreement" means a license to occupy under laws and statutes of Queensland.
- e) "Guest" means any person or entity invited onto the premise/s while the "Renter" is on the premise.
- f) "Relevant Period" means the calendar day or days the "Renter" has purchased.
- g) "Initial access" means the first time Peregian Beach Workspace enables Renter's access for the "Relevant Period". Each booking requires "Peregian Beach Workspace" to enable "initial access".

1. LICENCE

- 1.1 The Renter agrees to the terms and conditions contained in this document upon the Renter booking and paying for an office, boardroom or open workspace.
- 1.2 In consideration of the Renter paying the Booking Fee, Peregian Beach Workspace grants the Renter a licence to use the allotted part of the premise for the term of the Renter's Booking.
- 1.3 These terms and conditions do not create any relationship of landlord/tenant, agent/principal, trustee/beneficiary, joint venture, or partnership. The Renter will at no time be granted any legal or equitable interest or right in the Premises.
- 1.4 The Renter will have non-exclusive use of the allotted part of the premises subject to these terms and conditions until such time as the Renter or Peregian Beach Workspace terminate this agreement in accordance with the conditions herein
- 1.5 Any guest/invitee of the Renter that enters the Premises agrees to be bound by these terms and conditions to the extent they are applicable. The Renter must make their guests/invitees aware of these terms and conditions prior to them entering the Premises.

- 1.6 The Renter must take responsibility for the conduct, behaviour and any damage caused by the Renter's guests or any associated parties utilising the Premises.

2. BOOKING FEE AND PAYMENT

- 2.1 The Renter must pay the Booking Fee upon booking an office or workspace in the manner stipulated by Peregian Beach Workspace, unless otherwise stated by Peregian Beach Workspace.
- 2.2 The Renter authorises Peregian Beach Workspace to debit the nominated bank account or credit card as provided to the Peregian Beach Workspace website. The Renter warrants that it has the legal right to give such an authority.
- 2.3 Peregian Beach Workspace reserves the right to review and amend the Booking Fee provided it provides full details on its website prior to the Renter placing their next booking.
- 2.4 The booking fee is processed in Australian dollars (AUD\$).
- 2.5 Short term rental fees will be debited in advance from the nominated credit card prior to Workspace access.

3. RENTING RULES AND USE OF PREMISES

- 3.1 The Premises will be securely locked at all times, however Renters will be entitled to access to the Premises at any time (24 hours a day) after the Booking Fee is paid for the relevant period, and initial access is granted (refer Clause 3.2).
- 3.2 Upon payment of the Booking Fee the Renter will receive email instructions about how to access the Premises. To obtain initial access to the Premises the Renter will be assigned access via KeyPad Code.
- 3.3 **Regardless of online booking time, requests for access to the Premises will be granted between 9am – 5pm daily.** Thereafter, Renters will be entitled to access the Premises at any time (24 hours a day) until the end of relevant rental period.
- 3.4 The Renter must not allow access to the premises to any other person or Renter, except if the person is an invited guest of the Renter.
- 3.5 The Renter may only use the Premises for office accommodation purposes. The Renter must not use the Premises for overnight accommodation, social gatherings/parties, retail sales of goods or for any other purpose, which Peregian Beach Workspace (acting reasonably) considers to be inappropriate or inconsistent with normal office usage.
- 3.6 The Renter must not conduct or undertake any activity which may be illegal in the Premises.



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- 3.7 The Renter (and their guests) must not do anything which may annoy, disturb or offend any other person in the Premises. The Renter must not interfere with any other Renter's right to use the Premises, and must not cause any damage to property or equipment in the Premises or steal property or equipment (whether or not such property is owned by Peregian Beach Workspace). Any damage caused by Renter or guests or associated parties of the Renter will be remediated at the Renter's expense.
- 3.8 Mobile phone and communication devices must be used so that they do not distract or annoy other Renters. Office users and Board Room users should shut the office/boardroom door while taking or sending a call. Renters are required to use Reception area or the retreat areas on Ground level of the buildings for calls, rather than taking calls in common hallways outside other offices.
- 3.9 The Renter must use any bins provided for the disposal of rubbish. Peregian Beach Workspace takes pride in the responsible disposal of waste and recycling. To assist us, please ensure that food waste and recycling are put in the bins provided in the kitchen area.
- 3.10 The Renter agrees to take all other personal belongings and property away from the Premises when leaving. Peregian Beach Workspace does not accept responsibility or liability for equipment or belongings left overnight at the Premises.
- 3.11 Smoking, drinking of alcohol, drugs are prohibited on or around the Premises.
- 3.12 Peregian Beach Workspace may arrange for additional cleaning of the Workspace at the Renter's cost, if their Workspace area is not deemed an acceptable standard after completion of rental.
- 3.13 Renters and their invited guests must leave kitchen tidy after each use.
- 3.14 Any damage or theft to Workspace office furniture or property by the Renter, or their invited guests will be repaired or replaced at the Renter's expense.
- 3.15 If Peregian Beach Workspace is of the view that the Renter has breached any of the terms in clauses 3.4 – 3.14 and 4.1 – 4.3 inclusive, Peregian Beach Workspace may immediately terminate the Renter's booking and evict the Renter and any associates of the Renter from the Premises. If the Renter's booking is terminated under this clause, any Booking Fee paid in advance will be forfeited by the Renter.

- 3.16 Peregian Beach Workspace reserves the right to amend and or vary the conditions of the Renter's license use of the Premises, provided Peregian Beach Workspace notifies the Renter of any amendment or changes to conditions before the next license is granted, such amendments and variations will then form part of these terms and conditions and the Renter agrees to be bound by them.

4. BOARDROOM RULES & USE

- 4.1 The boardroom/meeting room with Peregian Beach Workspace is provided to Renters on a clean-as-you go basis, and must be returned to original condition ready for the next user at the end of the Renter's allotted booking period. Please allow adequate time within your booking to meet these requirements. Original condition means:
- Tables and chairs returned to original location.
 - Tabletops left clean and tidy.
 - Remove personal items of the Renters and/or guests from the boardroom.
 - Wash and return kitchen items to cupboards.
- 4.2 Current Workspace Renters may use the Boardroom on a first in, first served basis. However, Renters must ensure they have vacated and left the boardroom in original condition 15 minutes prior to a booking.
- 4.3 Please note, reserved bookings have priority over ad-hoc use of the space. If Workspace Renters wish to utilise the boardroom for a scheduled or recurring meeting, please make a booking on the Whiteboard near the Boardroom Door.

SERVICES PROVIDED

- 5.1 Peregian Beach Workspace provides office furniture within the Premises as well as appropriate work spaces.
- 5.2 Peregian Beach Workspace will make services available to the Renter within the Premises including (but not necessarily limited to), Wifi internet, kitchen facilities.
- 5.3 Peregian Beach Workspace does not guarantee internet speeds or connectivity. The Renter is responsible for the Renter's own internet security and usage. Peregian Beach Workspace recommends the Renter take appropriate security measures to protect data and equipment.
- 5.4 The Renter must not use the Peregian Beach Workspace internet connection to access illegal content or undertake illegal activities.

5.5 Services are offered to Renters by Peregian Beach Workspace on the condition that the services are used reasonably, taking into account the Renter's level of booking and patronage of the Premises. If Peregian Beach Workspace forms the reasonable opinion that services are being abused, misused or overused by the Renter, Peregian Beach Workspace may issue a notice to the Renter to desist using the services or provide guidance as to what it considers to be reasonable use. Peregian Beach Workspace may terminate the Renter's Booking if a notice is given under this condition.

6. LIABILITY

- 6.1 Peregian Beach Workspace does not have insurance to cover the Renter's personal belongings and activities. The Renter agrees to carry their liability insurance and or risk for their property and activity (Peregian Beach Workspace highly recommends that the Renter obtains their own insurance policy for covering their own public liability and contents).
- 6.2 Peregian Beach Workspace takes no responsibility for loss or damage to the Renter's property, including vehicles parked under the building, under any circumstances.
- 6.3 The Renter and any guests of the Renter use the Premises and Peregian Beach Workspace services at their own risk.
- 6.4 To the extent permitted by law, Peregian Beach Workspace will not be liable for any claim, loss, injury or damage to any person or property resulting from the use of the Premises or services in the Premises, including any claim for consequential loss.
- 6.5 The Renter indemnifies Peregian Beach Workspace against any claim or liability arising out of the Renter's use of the Premises or services in the Premises.
- 6.6 Peregian Beach Workspace will not be held liable for anything outside of its control including, but not limited to the behaviour of other Renters or guests, failure of office equipment or furniture, and loss of power or internet connection.
- 6.7 The Renter agrees that any employee, contractor or guest of the Renter at the Premises is not permitted to make any representation on behalf of Peregian Beach Workspace.

7. TERMINATION/REFUND POLICY

- 7.1 Either the Renter or Peregian Beach Workspace may terminate the Renter's Booking.

- 7.2 If the Renter terminates a booking, Peregian Beach Workspace will not normally give refunds as it will suffer a lost booking opportunity once the office, boardroom or open workspace has been allotted to a Renter. However, they may allow a Renter to re-book for another time provided there is space available.

8. VARIATIONS

- 8.1 These terms and conditions override all other conditions, unless agreed to in writing by Peregian Beach Workspace.
- 8.2 Peregian Beach Workspace may at its discretion, vary any the terms contained in this document by giving written notice to the Renter.

9. RELEVANT LAW

- 9.1 These terms and conditions shall be governed by the laws of Queensland and the Renter agrees to submit to the jurisdiction of the Courts of Queensland.

10. PRIVACY

- 10.1 The Renter agrees that Peregian Beach Workspace may collect the Renter's personal information for the operation of its business, including to collect statistics, and marketing promotions.
- 10.2 Peregian Beach Workspace agrees that it will only disclose the Renter's personal information to any person it is required to by law, or to any contractor engaged by Peregian Beach Workspace to collect monies from the Renter under this agreement.
- 10.3 Peregian Beach Workspace will use its best endeavours to keep the Renter's personal information secure.

11. ACCEPTANCE AND NO WAIVER

- 11.1 The "Renter" agrees to above Terms and Conditions of this agreement upon ticking the booking box and booking/paying for an office or open workspace license.
- 11.2 Except as provided at law or in equity provided in this agreement, none of the provisions in this agreement may be varied, waived discharged or released except with the prior written consent of the parties.