

## Our Community House Licence Agreement – Virtual Membership



The following paragraphs outline the terms upon which **Our Community House Pty Ltd ABN 93 627 396 230** (*Our Community House, OC House, Us, We, Our*) will grant the Licence to **You** (*The Licensee, You, Your*).

### **1. Definitions**

In this agreement:

- **'Building'** means the building situated at and known as 552 Victoria Street, North Melbourne, being the building in which the Space is located.
- **'Commencement Date'** means the commencement date specified in Schedule A.
- **'Common Areas'** means those parts of the Building that We make available for use by You, Your Team Members and Your visitors from time to time.
- **'Licence Fee'** means the licence fee set out in Schedule A.
- **'Services'** means the services set out in Schedule A, as varied from time to time in accordance with the terms of this agreement.
- **'Space'** means the space described in Schedule A, as varied, if applicable, by agreement in writing between You and Us, and any other Space or Spaces that We agree with You in writing (in Our discretion) to include as part of the Space from time-to-time.
- **'Team Members'** means the persons specified in Schedule A, and any other persons nominated by You in writing, and approved by Us (acting reasonably), as additional or replacement Team Members.
- **'Term'** means the period commencing on the Commencement Date and ending at the end of the Term specified in Schedule A, upon any earlier termination in accordance with clause 7 or at the end of any holding over period agreed by Us under clause 7.1.

### **2. Licence and Licence Fee**

2.1. Our Community House agrees to:

- a) Licence to You and Your Team Members the Space for the use by You;
- b) allow You to use the Common Areas, in common with others authorised by Us from time to time, for their intended purposes; and
- c) supply You with the Services, in accordance with the terms of this agreement during the Term for the Licence Fee.

2.2. You acknowledge and agree that:

- a) You are entitled to use the Space as a licensee, and that no relationship of landlord and tenant is created between Us and You by this agreement;
- b) We retain control, possession and management of the Space and you have no right to exclude us from the Space; and
- c) the rights granted to You by this agreement are for You only, and are not assignable to anyone else or any other organisation. The rights given in this clause may only be exercised by You only.; and
- d) Your right to use the Space and the Common Areas, and to receive the Services, is dependent on You:
  - i. paying the Licence Fee in advance in accordance with Schedule A; and
  - ii. complying with, and ensuring that You and Your and visitors comply with, Your obligations under this agreement at all times.

2.3. The provision of the Space, Services and Common Areas is part of an ever-evolving provision of space and services by Us within the Building, and You acknowledge and agree that:

- a) we may vary the Services and the manner in which they are provided from time to time;
- b) we may vary the Common Areas from time to time; and
- c) we may impose rules and regulations regarding the use of Your Space and the Common Areas, for the betterment of our customers, but not so that Your use of Your Space is materially adversely affected. We will act reasonably in making any such changes, rules and regulations, and will notify You of them promptly after we decide to make them. We will listen to any concerns that You may have about any of them, but You will be required to comply with them to ensure a harmonious environment and relationship between Us, You and all users of the Building.

### **3. The Relationship**

3.1. We agree to communicate with You if either party feels that they would like to make changes to how our relationship works. Any changes must be in writing and agreed to by both parties.

3.2. We will use reasonable endeavours to provide the Services to the best of our ability. If the Services are not meeting Your expectations, please let us know so that we can investigate whether there is an appropriate way to address this.

#### **4. Using the Space**

4.1. We ask that You, Your team members and Your visitors, use the Space and the Common Areas in a respectful way, and:

- a) not use the Space or the Common Areas for any illegal or noxious purpose;
- b) not smoke or permit smoking in or immediately outside the Building;
- c) maintain the Space in good condition;
- d) have regard to other users of the Building, and the impact that Your use of the Space and the Common Areas has on those other persons; and

4.2. It is expected that You will register all Your visitors in the Our Community House membership portal (Office RnD). Visitors are welcome in meeting rooms for the duration of meetings only. If Your visitors would like to work from the Space for the day, please let us know in advance. Your visitor must pay for a Day Pass and if they do not, we reserve the right to charge You for their Day Pass. Fair use is expected with respect to the Common Areas, and, depending on the level of use of the Common Areas from time to time, We may be required to limit the number of visitors who can use the Common Areas from time to time.

#### **5. Privacy**

5.1. Any confidential information you give us, or we give you, remains confidential. We will not sell or give details about you to other organisations or marketing companies and You must not share our information or the information of other members without their consent. For more information please read: **Our Community House Privacy Policy**.

5.2. We're pleased to have you in the Building, and we'd like to tell the world! While You are a licensee under this agreement, We can include Your organisation's name and logo on Our public facing website, internal member portal, in digital and physical mail-outs, on social media and in printed material, advertising You as a user of space in the Building. If, for any reason, You wish for Us not to do so, or You would like to discuss the manner in which We do this, please discuss it with Us.

#### **6. Liability and Insurance**

6.1. We maintain a public liability insurance policy (\$20 million limit) that covers the Space, and We carry our own contents insurance. However, Our insurance is not intended to cover You or Your needs, and Our contents insurance does not extend to Your property.

6.2. You should make Your own insurance arrangements for Your property and employees, and You must effect and maintain at all times during the Term public liability insurance (for not less than \$10 million for any one event) for Your Space. Your public liability insurance must note Our interest, and You must provide us evidence that You have effected this insurance when requested.

6.3. Without limitation to the above, We do not provide insurance against Your loss of business, loss of income or loss of opportunity. With the exception of injury or death caused by Us, Our liability for any loss, damage, expense or claim is limited to the amount of fees paid by you in the 12 months preceding the date on which the claim in question arises.

#### **7. Termination and Monies Owed**

7.1. On or prior to the End of Term, You must vacate the Space and the Building, and leave the Space in the condition required by this agreement and have satisfied all of Your other obligations (financial and otherwise) under this agreement.

7.2. You are liable for all monies owed up until the end of the Term, regardless of when You vacate the Space.

7.3. We may terminate this agreement immediately if any monies due to us remain unpaid for 7 days after you have received an overdue notice in writing from us.

7.4. We may terminate this agreement (by giving You written notice) if:

- a) You, Your Team Members or Your visitors breach this agreement and that breach is not remedied within a reasonable time after we give you notice requesting that the breach be remedied, having regard to the nature of the breach, but not less than 7 days; or
- b) You, Your Team Members or Your visitors persistently breach this agreement, and We consider that the persistent breaches are affecting the harmonious use of the Building by other persons.

- 7.5. If You leave any property in the Building after the end of the Term, We reserve the right to dispose of such property and to recover from You the costs of disposal.
- 7.6. If You fail to vacate and make good on or prior to the end of the Term, We reserve the right to recover from You the costs and losses that We incur as a result, including any cost of rectifying Your failure to make good.
- 7.7. If:
- a) You, Your Team Members or Your visitors do not comply with this agreement:
    - i) We may (at Your cost) elect to rectify the non-compliance; and
    - ii) You must pay or reimburse to Us any costs, losses or damages that We incur as a result of the non-compliance.
  - b) You fail to pay any money that You are required to pay under this agreement by the due date, We may require You to pay interest on the unpaid amount at the rate prescribed by the Penalty Interest Rates Act (Vic) 1983 from time to time, from the due date for payment to the date the overdue amount is paid in full.
- 7.8. You acknowledge and agree that this agreement is entered into pursuant to a lease by Us from the owner of the Building. If that lease ends for any reason, this agreement (and the Term) will automatically and simultaneously end for any reason. We will endeavour to ensure that this does not happen.

## **8. Coins and Meeting Rooms**

- 8.1. Meeting rooms are bookable through Our Community House staff and subject to availability.
- 8.2. You can book the following meeting rooms for the listed price:
- The Zelda D'Aprano Room (4 pax) – \$15 +GST per hour
  - The Glen Tomasetti Room (4 pax) – \$15 +GST per hour
  - The Anne McDonald Room (6 pax) – \$20 +GST per hour
  - The Stella Young Room (10 pax) – \$30 +GST per hour
  - The Oodgeroo Noonuccal Room (14 pax) – \$30 +GST per hour
  - The Emily Kame Kngwarreye Room (10 pax) – \$30 +GST per hour
- 8.3. The Joan Kirner Room and all other venue hire is only bookable through Our Community House staff.
- 8.4. Meeting rooms prices are liable to change from time to time.

## **9. Things Out of Our Control**

We understand that sometimes events happen that are out of our control and that such events could stop either party from meeting the terms of the Licence. These include things like strikes, lockouts, accidents, war, fire or the delay or failure in manufacture, production, or supply by third parties of equipment or services. In such cases both parties agree that the other party will not be liable for any delay or failure to comply with the terms of the Licence. We both agree that we will use reasonable endeavours to rectify any failure to comply as soon as possible following the event occurring.

## SCHEDULE A

<b>Licensor</b>	Our Community House (ABN 93 627 396 230)
<b>Term</b>	One year
<b>Space</b>	Our Community House members only flexi zones and Common Areas
<b>Licence Type</b>	Virtual Membership
<b>Licence Fee</b>	AUD \$500 +GST per annum

### **Our Community House will provide the following Services:**

<b>Access Rights</b>	A Virtual Membership entitles one person from the Licensee organisation to desk space one day per calendar month during the hours 8.30am – 5.00pm for the length of the membership term.
<b>Internet Connection</b>	Fibre internet connection with a fixed wireless back-up and WiFi throughout the building. Fair use is expected.
<b>Furniture</b>	Desks and chairs while in the space
<b>Mailing Address</b>	Reception staff will receive mail and courier deliveries on your behalf. Our Community House will only accept packages up to 400mm wide x 400mm deep x 400mm high. You are required to collect your mail within four weeks of being notified. If you require a mail forwarding service, this can be arranged for a fee. <b>The Our Community House mailing address is:</b> Our Community House 552 Victoria St North Melbourne VIC 3051
<b>Our Community House Management</b>	Our Community House will have personnel in the building during business hours (8.30am – 5.00pm). Reception will be staffed as far as practicable 8.30am – 5.00pm Monday to Friday.
<b>Kitchen</b>	Stocked with basic staples and appliances for shared use. Kitchen use may, from time to time, be restricted to accommodate events and functions.
<b>Bathroom</b>	Stocked with basic bathroom products.
<b>Meeting Rooms</b>	Meeting room bookings are available through OC House staff and subject to availability.
<b>Event Space</b>	Available for hire with a 10% discount and subject to availability