

By submitting this application, you hereby accept and agree to be bound to these Terms and Conditions.

## Terms & Conditions of Use

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### 1. PARTICIPATION IN COLLABORATE PLUS

- 1.1 ACU may provide you access to the Premises, Facilities and Internet Services of Collaborate Plus where available and at the sole discretion of ACU. Where access is granted, it shall be on a month by month basis continuing until such time as either party terminates the arrangement in accordance with these Terms and Conditions.
- 1.2 Your access to and use of the Premises, Facilities and Internet Services will be governed by these Terms and Conditions, any reasonable written or oral direction of ACU staff and any policies and procedures of ACU that may apply to you. Your access to and use of the Premises, Facilities and Internet Services will be governed by the following policies even if you are not a staff member or student of ACU:
  - (a) [Acceptable Use of IT Policy](#);
  - (b) [Privacy Policy](#); and
  - (c) [Protecting Children and Vulnerable Adults Policy](#).
- 1.3 These policies are updated from time to time and are available at [www.acu.edu.au](http://www.acu.edu.au). It is your responsibility to ensure that you are up to date with any such policies and that you access and use the Premises, Facilities and Internet Services in a manner which does not breach these policies.
- 1.4 You must not engage in any activity or conduct any business that is illegal or adversely affects the name or reputation of ACU or is contrary to the [Mission of ACU](#) and any ancillary values and statements published by ACU from time to time.
- 1.5 These Terms and Conditions are not intended to create a partnership, joint venture or agency relationship between you and ACU. Your access to and use of the Premises and Facilities shall not create any tenancy, leasehold estate, real property interest or equitable right in your favour with respect to the Premises.

### 2. MONTHLY ACCESS FEE

- 2.1 If a Monthly Access Fee applies to your use of the Premises, Facilities and Internet Services you must pay the Monthly Access Fee to ACU in advance by first day of each calendar month by electronic funds transfer to a bank account nominated by ACU which shall be communicated to you by ACU staff.
- 2.2 The Monthly Access Fee will cover all charges for utilities including water, gas, electricity and air conditioning and internet usage, subject to usage and consumption policies as advised by ACU staff from time to time. The Monthly Access Fee will not cover additional charges for services that may be consumed by you such as printing.

- 2.3 If you change your mind or otherwise decide not to use the Facilities, you will not be entitled to a refund of the Monthly Access Fee already paid.
- 2.4 The Monthly Access Fee excludes GST. If any supply made under, or in respect of, these Terms and Conditions is a taxable supply, the recipient will pay, in addition to the consideration provided under these Terms and Conditions for that supply (unless it expressly includes GST), an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of the supply.

### **3. OTHER CHARGES**

- 3.1 Use of other resources such as meeting rooms, event space, photocopiers and printers may incur additional charges.
- 3.2 You will be responsible for any costs and charges for any additional authority approvals which may arise as a result of the nature and operation of your business at Collaborate Plus.

### **4. PREMISES AND FACILITIES**

- 4.1 The Premises and Facilities will be opened during the following hours (8am-5pm, Monday to Friday; 8am-6pm, Saturday & Sunday). ACU may change the opening hours at its sole discretion and will endeavour to notify you prior to any change.
- 4.2 The Premises and Facilities are to be used solely as a co-working space shared with others. You must not engage in any activity that could negatively impact the health or safety of you or others on the Premises or engage in any sexual, racial, age, gender or other forms of discrimination.
- 4.3 You must use only the desk and those Facilities allocated to you by ACU staff which may change from time to time at ACU's absolute discretion. ACU does not guarantee that you have an exclusive right to any desk or that the Premises or the Facilities will be available or accessible to you at all times.
- 4.4 You must not alter or damage any part of the Premises and Facilities, including furniture and fittings. In the event that you, your Guests or any of your Personnel do damage any part of the Premises and Facilities, you shall be liable to ACU for the costs of repair of that damage.
- 4.5 You must not interfere with any cabling or electronic cords without ACU's consent.
- 4.6 You must not interfere with any items from another person's desk or equipment.

### **5. ACCESS CARDS**

- 5.1 ACU will provide you with an access card which will allow you access to the Premises during business hours. You are responsible for the safe keeping of the access card. If you lose or misplace your access card, you must notify ACU staff immediately.
- 5.2 You must not share your access card with any other person. If you require additional access cards, please contact ACU staff.
- 5.3 Additional charges will be payable for the provision of additional or replacement access cards.

## **6. INTERNET SERVICES**

- 6.1 ACU will endeavour to provide Internet Services, but ACU does not guarantee the availability, security or speed of the Internet Services. ACU will not be liable for any downtime, loss or interruption including any loss or corruption of your data.
- 6.2 Access to the Internet Service will be provided by way of wireless network access. It is your responsibility to ensure that any laptop or device is enabled for wireless network access in order to access the Internet Service.
- 6.3 You must keep your password and access details for the Internet Service safe and confidential at all times.
- 6.4 You are responsible for adopting all online and personal security measures you think appropriate for your circumstances (for example using a VPN). Any security measure you adopt must not interfere with the network of ACU, other Collaborate Plus participants, ACU staff or students.
- 6.5 Access to the Internet Services is provided on the basis that your use of such services shall:
  - (d) not be illegal or offensive, including downloading copyrighted materials without the copyright owner's consent; or
  - (e) comply with ACU's Acceptable Use of IT Facilities Policy, as amended from time to time, when accessing and using ACU's internet facilities.
- 6.6 You acknowledge and agree that use of the Internet Service is not private. You acknowledge that ACU, or ACU's Internet Service provider may store information about your internet activity or your personal details in accordance with ACU's Privacy Policy and Procedures, as amended from time to time.

## **7. GUESTS**

- 7.1 You may invite Guests onto the Premises during business hours for business purposes. A Guest may not attend the Premises for any more than three business days in a two week period. You must not charge others to enter the Premises or access the Facilities.
- 7.2 You must inform ACU staff at Collaborate Plus of any Guests you bring to the Premises. ACU reserves the right at its absolute discretion to refuse entry to the Premises for any Guest.
- 7.3 You agree:
  - (a) you are responsible for the acts or omissions of any Guest you bring to the Premises;
  - (b) to inform your Guest any relevant ACU procedure or policy; and
  - (c) to accompany them at all times while they are on the Premises.

## **8. YOUR EQUIPMENT**

- 8.1 You agree that you are solely responsible for the security of your property on the Premises and ACU is not responsible for any loss or damage including any theft. ACU is not liable for any damage to your equipment under any circumstances.
- 8.2 ACU does not insure your property, so it is your responsibility to obtain any relevant insurance

that you think necessary for property you may bring onto the Premises.

- 8.3 You are responsible for checking that your equipment is not faulty prior to connecting it to ACU's Facilities. ACU reserves the right to inspect, test and tag any equipment you bring onto the Premises.
- 8.4 ACU may require you to cease using and/or remove any of your equipment for any reason, including if it:
  - (a) is noisy or an annoyance;
  - (b) is offensive;
  - (c) may be a safety risk;
  - (d) negatively effects the Internet Service; or
  - (e) overloads or shorts the power supply.

## **9. CONFIDENTIALITY IN A CO-WORKING ENVIRONMENT**

- 9.1 You acknowledge that Collaborate Plus is an open co-working environment, where collaboration is encouraged and ideas may be shared.
- 9.2 ACU does not warrant that its staff or any other Collaborate Plus participants, members or Guests in the co-working space will keep any of your ideas confidential.
- 9.3 You acknowledge and agree that you are personally responsible for ensuring that you protect your ideas, Confidential Information and Intellectual Property.
- 9.4 You agree not to use or disclose another person's Confidential Information to their detriment or to the detriment of ACU.

## **10. INTELLECTUAL PROPERTY**

- 10.1 Nothing in these Terms and Conditions affects your or ACU's ownership of any Intellectual Property or grants any right to a party to use the other party's Intellectual Property.
- 10.2 You agree that you are responsible for protecting any Intellectual Property rights you might lawfully hold and it is your responsibility to seek independent legal advice about the protection of your Intellectual Property rights before disclosing relevant information to another person, member or ACU's staff.
- 10.3 ACU is not liable for any loss, diminution of value or any inability to obtain registrable rights in relation to your Intellectual Property under any circumstances, including any breach of your Intellectual Property rights by any other Collaborate Plus participant.
- 10.4 You agree that ACU may disclose your name and the general nature of your participation in Collaborate Plus for promotional purposes.

## **11. LIABILITY AND INDEMNITIES**

- 11.1 You agree to use the Premises, Facilities and Internet Services at your sole risk and release ACU and its staff from any claim for loss or damage, but not personal injury, suffered by you or, if the circumstances apply, your Personnel or Guests arising out of any act or omission by ACU, its staff or students in connection with these Terms and Conditions.

- 11.2 You agree to release ACU, its staff and students from any claim for loss or damage suffered by you as a result of any act or omission in the provision of any written or oral advice, instruction or direction in relation to your business by ACU, its staff or students whether provided formally, informally or in the course of collaboration or the sharing of ideas in the co-working environment.
- 11.3 To the extent that you invite any Guests onto the Premises, you agree to indemnify, and agree to keep indemnified, ACU against any claim for loss or damage, but not personal injury, suffered by that Guest as a result of that Guest's use of the Premises, Facilities and Internet Services.
- 11.4 To the extent permissible by law, the aggregate liability of ACU arising under or in connection with your participation in Collaborate Plus is limited to the cumulative value of any Monthly Access Fee paid by you up to the date the claim first arose and shall exclude any indirect or consequential loss however it may arise.

## 12. TERMINATION

- 12.1 Either you or ACU may end your participation in Collaborate Plus at any time without reason by giving the other party one month written notice of termination.
- 12.2 ACU may immediately terminate your participation in Collaborate Plus by giving written notice to you if:
- (a) you breach a term of these Terms and Conditions, or any ACU policy or procedure which is not capable of remedy; or
  - (b) you breach any of the provisions of these Terms and Conditions, or any ACU policy or procedure which is capable of being remedied to ACU's satisfaction, but which is not remedied within 7 days after written notice of that breach has been given to you.
- 12.3 When your participation in Collaborate Plus has ended, you must immediately vacate your desk and the Premises, leaving the place in the same condition as it was when you took it.

## 13. GENERAL

- 13.1 Any notice under these Terms and Conditions must be in writing and must be delivered to an ACU staff member at Collaborate Plus by email or hand.
- 13.2 We may amend these Terms and Conditions at any time by providing one months' written notice. If we choose to do so, we will inform you in writing.
- 13.3 Nothing in these Terms and Conditions 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*. Where a clause in these Terms and Conditions is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms and Conditions.
- 13.4 These Terms and Conditions is governed by and construed in accordance with the law of the state in which the Premises are located.

## 14. DEFINITIONS AND INTERPRETATION

### 14.1 Definitions

**Commencement Date** means the date communicated to you by Collaborate Plus on which you

are first able to access the Premises, Facilities and Internet Services.

**Confidential Information** means all information which is disclosed by you, or to you by another person on the Premises, which:

- (a) is by its nature confidential;
- (b) is designated by the disclosing person as being confidential; or
- (c) you know or ought to know is confidential, but does not include information which:
- (d) is or becomes public knowledge other than through a breach of confidentiality;
- (e) was already in your possession and not subject to an obligation of confidentiality;
- (f) is lawfully received from a third party; or
- (g) is independently developed by you.

**Facilities** means any services and infrastructure provided by ACU in connection with the Collaboration Plus including any and all lighting, fixtures and fittings, furniture, telecommunication infrastructure, information technology infrastructure including cabling, ports, and power points, any applicable toilets and kitchenettes, hot water units, cupboards and any other fixtures, fittings, furniture at the Premises.

**GST** means any goods and services tax imposed by the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Guest** means a person that you have brought to the Premises for business purposes, including contractors, who is not an employee of you.

**Intellectual Property** means all present and future rights to intellectual property including any inventions and improvements, trademarks (whether registered or common law trade marks), designs, copyright, moral rights, any corresponding property rights under the laws of any jurisdiction and any rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, or formula.

**Internet Services** means the provision of wireless internet access (Wi-Fi) using ACU's wireless network but does not include wired or cable internet access.

**Mission** means the Mission Statement of ACU and any ancillary values and statements published by ACU from time to time which may be downloaded at [http://www.acu.edu.au/about\\_acu/our\\_university/mission\\_and\\_profile](http://www.acu.edu.au/about_acu/our_university/mission_and_profile).

**Personnel** means a person or persons employed and receives remuneration from you.

**Premises** means the building and location at which Collaborate Plus co-working space is located.

**Terms and Conditions** means these Terms and Conditions.