

## Terms and Conditions

These are the terms and conditions on which The Orchard Consulting Space offers access to its co-working space.

The terms “us”, “our”, or “we” refers to The Orchard Consulting Space (ABN 67 652 775 918), and the terms “you”, “your”, “user”, or “Tenant” refers to anyone accessing the co-work space, and terms “short-term” refer to booking made through the online booking system, “long-term” refers to the signed commercial lease agreement.

“the premises” means Shop 1, 56 Pacific Highway, Wyong NSW 2259. A reference to “space” means the area of the Premises that you book (Private consulting Space) (Group Space) or (Meeting Room)

“Excessive” refers to activity that is more than necessary or normal compared to other tenants of the premises.

## Acceptance

1. The offer for you to work at the Premises is conditional upon your acceptance of these Terms and Conditions (Agreement) or as part of the long-term commercial lease agreement provided as an attachment which will form the agreement between us and you when you make a booking or longer term commercial lease agreement. If you do not agree with this Agreement; the booking will not proceed.
2. This Agreement commences upon the date you make your first booking and continues for each subsequent booking unless terminated or by way of the dates specified in your long-term commercial lease agreement.

## License to you

3. The Orchard Consulting Space is leasing the Premises and is authorised by the Landlord to enter into this Agreement with you. The Orchard Consulting Space grants you the right to access the Premises and use a space by way of licence to you on the terms and conditions in this Agreement.

## Tenants

4. Tenancy is granted at our discretion.
5. You are entitled to the inclusions described in the package type that you purchase or long-term commercial lease.
6. For short-term use you can change your Tenancy (upgrade or downgrade it) through the website or by advising us prior to the next monthly period via [reception@theorchardconsultingspace.com.au](mailto:reception@theorchardconsultingspace.com.au). For long-term commercial lease changes can only be made by way of the commercial lease agreement.

## Term

7. For short-term use this Agreement governs each booking made by you.
8. You may use the space for the period that you have booked for long-term commercial lease agreement and short-term bookings.
9. For short-term use private consulting space tenancies are subject to a maximum term of 3 months, after which time the Tenancy can be renewed, reviewed or ceased.

10. both Private consulting rooms and group space are to be used only for the time you have purchased.

**If you have selected:**

Daily package - Your access is void as of 11:59pm on that day.

Weekly Package – Your access is valid for the full 7 days in that week -Sunday to Sunday – the new week renews as on Monday of the following week and will be charged accordingly.

Monthly Package – Your access is valid for the calendar month from the first day of the month to the last day of the same month. The next month will be charged accordingly.

Long-term commercial lease – Access Monday to Friday from 7:30am to 6:00pm and Saturday between 9:00am and 3:00pm and for Sunday will require a private arrangement via [reception@theorchardconsultingspace.com.au](mailto:reception@theorchardconsultingspace.com.au)

Long-term commercial lease will initially be set to 6 months and then reviewed over the longer-term period; this is at the discretion of the landlord.

Unused time is forfeited, bookings do not accumulate to the following day/week/month.

**Accessing and using the space**

11. Administrative or reception services are an additional service fee and are only for the professional use of The Orchard Consulting Space. The administrative and reception duties will only be available to the tenant as a visitor management system for their clients. The Orchard Consulting space takes no responsibility for the data management or booking responsibilities for each private consulting professional, individual, group practice or any other entity/entities using the space.

12. A representative from The Orchard Consulting Space is available daily for the professional support of each tenant. The representative is available for troubleshooting the use of the space, orientation and induction requirements, booking queries and arrangements, remote access, temperature control or any identified issue pertaining to the tenancy only.

12b. Administration or reception are only there to assist you with any queries or issues that arise with the Premises (strictly).

13. Mail will be collected and distributed if this service is included in your Tenancy package.

14. We do not sign for courier deliveries on your behalf. If you are having an item delivered to the Premises, it is your responsibility to ensure that there is someone to collect it. Items delivered and left at the Premises unattended are at your own risk.

15. You agree to: (a) Use the space for office-based business only. (b) To follow any guidelines issued by us from time to time in relation to the space (c) adhere to the guidelines -both professional and ethical for your professional governing body or registration board (d) use of space must adhere to NSW and Federal Laws. The tenancy will be cancelled (effective immediate) if there is any legal concerns about the use of the space with the rest of the tenancy period forfeited.

16. You are entitled to: (a) Access the Premises between 7:30am and 6.00pm Monday to Friday (Saturdays 9:00am – 3:00pm) if you are a casual or part-time Tenant or any time if you are a full-time

or long-term commercial lease Tenant. Alternative arrangements can be arranged and agreed upon via

[reception@theorchardconsultingspace.com.au](mailto:reception@theorchardconsultingspace.com.au) (b) we are happy to discuss displaying signage which is approved by The Orchard Consulting Space. We also have an option to display your logo on the logo display screens outside each consulting office within the Premises. You may bring in your business cards to be displayed within the premises (c) Bring in your own furniture for Private Office use, subject to having our approval of the furniture that you bring into the Premises. (d) Put things on the walls in Private Offices if there is no physical damage caused to the walls (Nails, screws etc)- you may use blutack or other temporary adhesive. Any damage to wall or paint, the repair will be charged to your account. (e) Use any facilities and consumables provided by us, in accordance with our reasonable use

### **guidelines.**

17. You must: (a) Ensure that noise is kept to a minimum, and you do not disturb the enjoyment and use of the Premises by others. (b) Ensure that desks are left clean and clear after use. (c) Ensure that the Premises are kept in a clean and good state of repair. (d) Ensure rubbish is disposed of in the bins provided. (e) Wash your own dishes. (f) Grant us access to Private offices for cleaning, maintenance or repairs, on the condition that we provide you with reasonable notice. (g) Ensure that the lights and air-conditioning/ heating is turned off and the front door is secured behind you if you are the last to leave the Premises.

18. You must not: (a) Share your booking in a sublet capacity. All alternative arrangements must be forwarded to [reception@theorchardconsultingspace.com.au](mailto:reception@theorchardconsultingspace.com.au) for approval. (b) share your door code with another individual or entity this is strictly attached to your booking only and is valid for the duration of your rental package. Any failure to adhere to this agreement will result in termination of tenancy and pre-paid rental fees forfeited (c) Attach nails, screws or any fittings or fixtures to any part of the Premises without our consent.

### **Using Group Space**

19. Group Space is available for use and will need a separate booking; unless you are a long-term tenant and then it can be used as part of your monthly access.

20. Group Space must be booked through our online booking system on the Website.

21. You must cancel your booking if it is no longer required.

22. Group Space use is subject to our 'reasonable usage' guidelines.

23. Group Space must be left clean and tidy and furniture in the configuration it was in, when you entered the room.

### **Visitors**

24. You are welcome to bring Visitors to the Premises. There is no sign in requirement for Visitors.

25. Visitors should not be left unattended on the Premises.

26. Tenants are responsible for ensuring that Visitors comply with this Agreement and any guidelines whilst at the Premises.

27. The Tenant will be liable for any breach of this Agreement, or the guidelines committed by a Visitor as if the breach was committed by the Tenant.

### **Security**

28. You must keep all access codes, keys and fobs provided by us confidential and secure.

29. Access codes must not be disclosed to third parties, including other Tenants.

30. If you lose a key or key-fob or believe an access code has been compromised, you must notify us immediately.

### **Fees**

31. You agree to pay the Fees as displayed on our website this may be subject to change – this will be notified.

32. You may be charged additional fees if you use the Premises more than the inclusions provided in your Tenancy. The additional fees payable will be the difference in the amount between your Tenancy package type and the level of usage. Printer use is monitored, and excessive use will incur a fee at 10 cents per page.

33. Where additional fees apply to usage, or Tenancy inclusions, we will give notice to you.

34. We reserve the right to increase fees at any time with 3 months prior notice to you.

### **Payment**

35. ALL bookings must be purchased up-front through The Orchard Consulting website.

36. Tenants will be sent a receipt with the confirmation email.

37. Tenants will be charged in advance via the web booking system

38. Tenants can make alternative payment arrangements via

[reception@theorchardconsultingspace.com.au](mailto:reception@theorchardconsultingspace.com.au)

39. Long-term lease arrangements can be made via bank transfer instead subject to long-term lease agreement

40. The Orchard Consulting Space may be able to accommodate absences and leave due to unforeseen circumstances by communication with [reception@theorchardconsultingspace.com.au](mailto:reception@theorchardconsultingspace.com.au). Refunds can be arranged in special circumstances. Long absences will require the room to be vacated if not continuing to pay the package fee.

### **Overdue Payments**

41. Bookings can only be made via the website booking system and the booking will only be confirmed upon receipt of the payment. Any queries or special consideration in relation to this will need to be forwarded to [reception@theorchardconsultingspace.com.au](mailto:reception@theorchardconsultingspace.com.au)

42. The Tenant agrees to pay any costs incurred by the Owner in connection with exercising, enforcing or preserving rights under this Agreement in connection with a default by the Tenant.

43. We reserve the right to suspend your access to the Premises if payment is overdue, regardless of whether a formal demand has been made.

### **Suspending or Transferring Tenancy**

44. Tenancy package purchased daily, weekly, monthly cannot be suspended or placed on hold during that period unless arranged via [reception@theorchardconsultingspace.com.au](mailto:reception@theorchardconsultingspace.com.au)

45. To retain your consulting room during an absence you will need to continue your Tenancy payment.

46. Alternatively, you must cancel your Tenancy and re-commence the Tenancy upon your return, HOWEVER we cannot guarantee that you can re-book the same space.

47. Tenancy cannot be transferred to another party unless arranged via [reception@theorchardconsultingspace.com.au](mailto:reception@theorchardconsultingspace.com.au).

### **Your belongings**

48. We provide designated shelves and storage pedestals for longer term Tenancy packages to leave small items on the Premises.

49. Any property kept at the Premises is at your own risk. You are responsible for insuring any property brought to the Premises.

50. You must not bring any goods to the Premises that are hazardous, illegal, stolen, inflammable, explosive, harmful or a risk to the environment, any property or person.

### **Liability and Indemnity**

51. The Tenant agrees that to the extent permitted by law, The Orchard Consulting Space shall not be liable to the Tenant in any way for loss of business opportunity, loss of profit, loss of goodwill, loss of contracts, or damages payable by the Tenant in connection with accessing and using the Premises, this Agreement or the Tenant's property.

52. To the extent permitted by law, any amount that The Orchard Consulting Space is liable to pay the Tenant under or in respect of this Agreement is limited to all amounts paid by the Tenant to The Orchard Consulting Space under this Agreement in the preceding 12 months.

53. You agree to indemnify the Orchard Consulting Space and to keep the Orchard Consulting Space indemnified, from any damage, destruction, loss to property or injury to or death of any person resulting from or incidental to the use of the Premises by you or any person you bring onto the Premises.

54. The Orchard Consulting Space does not have to have incurred any costs for the indemnity in Clause 52 to take effect.

THE TENANT IS REQUIRED TO HAVE THEIR OWN PROFESSIONAL INDEMNITY. THE ORCHARD CONSULTING SPACE IS NOT RESPONSIBLE FOR ANY INSURANCE OR INDEMNITY OTHER THAN THAT PERTAINING TO THE CO-WORKING BUSINESS RUN BY THE ORCHARD CONSULTING SPACE.

### **Disputes**

55. The Parties agree to attempt to resolve any dispute or claim arising in connection with this Agreement, in good faith, within seven days of the dispute arising.

56. If a matter cannot be settled in accordance with clause 54 above, it shall be resolved by arbitration in accordance with the ACIAC Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of arbitration shall be English. The number of arbitrators shall be one.

57. The decision of the person appointed to determine the dispute is final and binding on the Parties.

### **Termination**

58. This Agreement can be terminated by either party at any time by way of providing written notice to the other party as follows: (a) 14 days notice is required for all Tenants; and (b) 14 days' notice is required for long-term commercial lease Tenants, upon completion of the 6-month minimum term.

59. Monthly Tenancy package cannot be terminated mid-month. The termination date will be the last day of the calendar month.

60. The Agreement may be terminated by The Orchard Consulting Space immediately if the Orchard Consulting Space ceases to be entitled to possession of the Premises.

61. The Agreement may be terminated by either party immediately if the other party, in the reasonable opinion of that party, commits a serious breach of this Agreement or the Guidelines.

### **General**

62. This Agreement shall be governed by and construed in accordance with the laws in the State of New South Wales and the Parties submit to the jurisdiction of the New South Wales Tenancy Courts.

63. Failure or delay by a Party to exercise its rights under this Agreement will operate as a waiver of those rights.

64. If any clause, term or provision of this Agreement is legally unenforceable, that clause, term or provision will be severed or read down to maintain (as far as possible) all other terms of the Agreement.