

## Small Business Hive Terms and Conditions of Membership

Last updated October 2023

### 1. General

- 1.1. These terms and conditions (**Rules**) apply to use of the Australia Post Small Business Hive located in Geelong (**Premises**).
- 1.2. If a Member (or a Member Guest, or both) do not comply with these Rules, Australia Post reserves the right to ask the Member (or the Member Guest or both) to leave the Premises, deny access, or if the breach of any of these Rules is considered to be a serious breach by Australia Post, then terminate the Membership and all Membership entitlements as set out in clause 8.
- 1.3. Australia Post may change these Rules from time to time on 30 days' notice if Australia Post considers it necessary and will let Members know by placing a notice on the communication board at the Premises and by sending an email to Members. If a Member does not agree with the changes, they may cancel their membership in accordance with clause 8.

### 2. Membership and Membership Cards

- 2.1. When you become a Member, you will receive either a Membership Card (for subscribed Members) or a receipt (for casual members). These items must be with you at all times when you are at the Premises.
- 2.2. Each time you visit the Premises, you must present your Membership Card or casual member receipt at the front desk. This will be the only way that you can access the Premises at any time.
- 2.3. No other person is allowed to use your Membership Card or casual member receipt to enter the Premises and Membership is not transferrable. This is not a negotiable term because we care about your safety.
- 2.4. If your Membership Card is lost or stolen or you misplace your casual membership receipt, you must report it immediately to Australia Post. Australia Post may charge you a fee to

replace a lost or stolen Membership Card at its discretion.

- 2.5. If you fall behind on your Membership Fees (if on a monthly direct debit plan), Australia Post may suspend your Membership until your Membership Fees are paid up to date. This means that your Membership Card will not allow access to the Premises or use of any Services.
- 2.6. If you no longer want to use the Premises and elect to cancel your Membership, you must return your Membership Card to the Australia Post.

### 3. Member Guests

- 3.1. Members may be allowed to bring a Guest to the Premises but this is solely at the discretion of Australia Post.
- 3.2. The number of Member Guests that can be invited onto the Premises will also be at the discretion of Australia Post.
- 3.3. Member Guests may be required to pay a Guest Fee at a casual member day rate.
- 3.4. All Member Guests must follow these Rules.
- 3.5. Members are responsible for their Guests at all times and must accompany their Guests when at the Premises.

### 4. Membership Types

- 4.1. There are three types of Memberships available:
  - (a) Full Membership
  - (b) Lite Membership
  - (c) Casual Membership
- 4.2. Full Membership will entitle a Member to have 24 hour access, seven (7) days a week for each paid month to the Premises, subject to these Rules.
- 4.3. Lite Membership will entitle a Member to have business hours access between 9.00 am and 5.30 pm, Monday to Friday for 10 days per month, subject to these Rules.

4.4. Casual Membership will entitle a Member to have business hours access between 9.00 am and 5.30 pm, Monday to Friday for the day access that has been purchased, subject to these Rules.

## 5. Use of the Premises

5.1. The Premises will have an Australia Post representative available to assist all Members (and their Guests) between the hours of 9.00 am and 5.30 pm, Monday to Friday (excluding Victorian public holidays).

5.2. If a Full Membership Member has an issue with access to the Premises before 9.00 am or after 5.30 pm they can contact the after-hours support number as provided to the Member at sign up.

5.3. Any Member holding a Full Membership is not permitted to bring any Member Guest(s) onto the Premises outside of the normal operating hours between 9.00am and 5.30pm Monday to Friday (which includes weekends). This rule will be strictly enforced and may result in the cancellation of that Membership for a breach of this Rule.

5.4. No one is permitted under any circumstances to bring or consume alcohol or illegal drugs (of any description) at or to the Premises.

5.5. Smoking is also strictly prohibited.

5.6. No Members or Member Guests are permitted to record footage (e.g. video, photographs or any voice recordings) while at the Premises.

5.7. Notwithstanding clause 11.3, Members will be responsible for the cost of any damage or loss to the Premises or facilities at the Premises caused by a Member or a Member's Guest.

5.8. Use of the Premises does not create or grant any lease of the Premises and does not convey any interest in the workspace whether in fee simple, leasehold or otherwise.

5.9. Members and Member Guests must not leave their belongings or equipment unattended at the Premises and must remove belongings or equipment from the Premises after each visit.

5.10. Australia Post is not responsible for any lost or stolen belongings, materials, supplies or

equipment. Lockers may be provided for Members but, subject to clause 11.2, Australia Post will not be responsible for any loss, theft or damage to items stored in those lockers and Members (and Member Guests) assume all risk by using a locker at the Premises.

5.11. Members must ensure that the Premises are kept clean and tidy at all times.

5.12. Members and Member Guests (everyone really) are not permitted to engage in any illegal activities or conduct any business or activity that may be considered by Australia Post to be against any law. A breach of this clause will result in immediate termination of a Membership and possible removal of the Member and/or the Member Guest.

5.13. All Members and Member Guests must follow the safety rules displayed at the Premises and ensure that they take all appropriate safety precautions while at the Premises and includes following directions from Australia Post.

5.14. Sometimes, the Premises or parts of the Premises may not be accessed because of cleaning, repairs, upgrades, maintenance or some other event. If this happens, Australia Post will let Members know by email.

## 6. Membership Fees

6.1. Depending on the Membership type, Membership fees are paid monthly or as you go. If a Member is required to pay monthly, then payment will be via direct debit from a nominated credit or debit card account.

6.2. While your account remains paid up, your Membership remains valid.

6.3. If a Member does not make a monthly payment then that Membership will be suspended until the payment is received by Australia Post for that month.

6.4. Australia Post may review its Membership Fees at any time. If there is an increase in the Membership Fee Australia Post will let you know at least 30 days before the increase takes effect. If a Member does not agree with the increased Membership Fee they may cancel their membership in accordance with clause 8.

## 7. GST

- 7.1 All Membership Fees include the goods and services tax (GST). Australia Post reserves the right to change Membership fees to ensure that it keeps up with any Government GST increases or other changes.
- 7.2 Australia Post agrees that to the extent it makes taxable supplies under these Rules, it will issue a tax invoice to the Member.
- 7.3 If a supply made under these Rules is treated as not subject to GST but is, or becomes, a taxable supply, Australia Post may charge and recover from the Member in addition to any other consideration paid or payable, an amount equivalent to the GST payable on that taxable supply.
- 7.4 Unless the contrary intention appears, words or expressions used in this GST clause which are defined in the A New Tax Systems (Goods and Services Tax) Act 1999 (Cth) have the same meaning.
- 7.5 This clause survives the termination or expiration of any Membership.

## 8. Terminating your Membership and refunds

- 8.1 Members may cancel their Membership at any time and for any reason. If a Member cancels subscription for Full or Lite Membership, Australia Post will not deduct the next monthly payment due after notice of termination has been given by that Member in accordance with these Rules. Members on a Full or Lite Membership will be entitled to use the balance of their access days until the end of the expiration of that month for which a final payment was made.
- 8.2 Australia Post may, acting reasonably, cancel a Membership in the event of a breach of any Rule where that breach is not capable of being remedied by the Member (or the Member Guest as the case may be) including but not limited to clause 5.12. Members who are paying on a monthly basis may be entitled to receive a pro-rata refund of their Membership Fee which was paid in advance for the month in which Australia Post cancels their Membership under this clause. If Australia Post terminates

Membership under this clause, Australia Post may (without limiting any other right or remedy) recover any other reasonable costs and expenses it incurs as a result of that breach.

- 8.3. Australia Post may, acting reasonably, stop providing all or some of the services and facilities at the Premises at any time. If this occurs, Australia Post will let Members know what services or facilities will no longer be available or that the Premises will no longer be available after the date nominated by Australia Post.
- 8.4. If Australia Post elects to stop providing the services and facilities at the Premises or elects to stop providing access to the Premises under these Rules, Members who are paying on a monthly basis will be entitled to receive a pro-rata refund of their Membership Fee which was paid in advance for the month when Australia Post elects to stop providing the services and/or access to the Premises.

## 9. Privacy

- 9.1. Australia Post will collect Member and Member Guest personal information to provide Services and access to the Premises.
- 9.2. Australia Post maintains security records in order to manage access to the Premises, assets and information at the Premises. The information collected and held by Australia Post is accessed by Australia Post and Contractors authorised by Australia Post to provide the Services at the Premises as well as security that Australia Post wishes to offer to Members and Member Guests. This includes sharing your personal information with third parties outside of Australia, including but may not be limited to Ireland.
- 9.3. Australia Post may install and use surveillance equipment (including cameras or electronic device tracking technology) to monitor and record activity, both inside and around the Premises for security and analytical purposes.
- 9.4. Australia Post monitors activity to provide a safe and secure environment for Members, Member Guests, Australia Post staff, contractors and non-members (otherwise

visitors) and to understand how Australia Post can develop its services and provide a better experience at the Premises.

- 9.5. As your personal information is gathered and disclosed by Australia Post, it will be handled in accordance with the Australia Post Group Privacy Policy which explains how to access and, or correct your personal information, or make a privacy related complaint.
- 9.6. You may contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne, Victoria, 3001 for privacy related queries. For more information and a copy of our privacy policy, please go to [www.auspost.com.au/privacy](http://www.auspost.com.au/privacy)
- 10. Contacting Australia Post**
- 10.1. Australia Post may contact Members from time to time by email or post about anything to do with Memberships, services or the Premises.
- 10.2. Members can contact Australia Post for the same reason by email to [smallbusinesshive@auspost.com.au](mailto:smallbusinesshive@auspost.com.au)
- 10.3. Members can speak to the Australia Post representative at the Premises during business hours also.

**11. Limitation of liability**

- 11.1. Except as expressly set out in these Rules, Australia Post disclaims all warranties, guarantees and conditions with respect to the services, facilities and Premises supplied under these Rules to all Members and Member Guests to the maximum extent permitted by law.
- 11.2. Nothing in these Rules (including clause 11.1) excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by any Law (including consumer guarantees under the Australian Consumer Law) that cannot lawfully be excluded or limited (**Non-Excludable Condition**). Where permitted by Law, and provided it is reasonable to do so, Australia Post limits its liability for breach of a Non-Excludable Condition to either resupplying the service or facility at the Premises or paying the

cost of resupplying the service or facility at the Premises, in respect of which the breach occurred.

- 11.3. Subject to clauses 11.2 and 11.4, neither party will be liable in contract, tort, (including negligence), bailment or otherwise to the other party in respect of any loss whether:
- (a) direct; or
  - (b) indirect or consequential (including loss of profits, loss of business revenue, loss of business opportunities, loss of anticipated saving or damage to goodwill)
- arising out of, or in connection with:
- (c) the provision or use of any service or facilities (including the Premises) under these Rules; or
  - (d) being a party to these Rules.
- 11.4. Clause 11.3 will not apply to any:
- (a) personal injury or death of any person to the extent that such was caused by a party's negligence or any loss caused by a party's fraudulent act or omissions, wilful misconduct or gross negligence; or
  - (b) direct loss or damage suffered by Australia Post under clauses 5.7 and/or 8.2.

**12. Indemnity**

- 12.1. Subject to clause 12.2 each party (**Indemnifying Party**) indemnifies the other party (**Indemnified Party**) against any loss suffered or incurred by the Indemnified Party arising out of or in connection with any:
- (a) illness, injury or death to any person, or any loss or damage to any property of any person caused by any act or omission by the Indemnifying Party; or
  - (b) claim, action or proceedings by any person alleging that use of anything supplied by the Indemnifying Party in accordance with these Rules infringes that person's right.

12.2. The Indemnifying Party's liability under clause 12.1 is reduced proportionally to the extent that the loss was caused or contributed to by the Indemnified Party.

**13. Application of limitation of liability and indemnity to Australia Post representative**

13.1. Any clause in these Rules which excludes or limits the liability of Australia Post, or which provides an indemnity to Australia Post in respect of any services or facilities or the Premises provided under these Rules extends to protect Australia Post's representative and any other person or persons providing any or all of the services and facilities (including the Premises) under these Rules.

13.2. For the purpose of, and to give effect to clause 13.1, Australia Post will hold the benefit of these conditions on trust for itself, its officers, employees, agents, advisers, and contractors (**Australia Post Indemnified Parties**), and all Australia Post Indemnified Parties will be deemed to be parties to these Rules.

**14. Publicity and Marketing**

14.1. Australia Post may take photographs, make a film or record footage of Members using the Premises, facilities and Services for marketing purposes (**Photographs**).

14.2. Members and Member Guests are entitled to opt out of any publicity or marketing activities by Australia Post.

14.3. Australia Post may use the Photographs for marketing or promotional purposes and anyone agreeing to be involved will not be able to review the Photographs before they are used and consents to Australia Post using the Photographs in any way that Australia Post considers appropriate.