

Terms and conditions – Renewables Innovation Hub Membership

1) Application process

The Applicant acknowledges that in order for this Application to be approved, the following process must be followed:

- (a) The Applicant undertakes a tour and trial day (optional) at the Premises with the Hub Manager;
- (b) The Applicant receives training and induction regarding fire safety by the fire warden of the Premises;
- (c) The Applicant is interviewed by the Hub Manager;
- (d) Application is submitted by the Applicant to the Hub Manager;
- (e) The Hub Manager submits the Application to the Renewables Innovation Hub subcommittee for internal review;
- (f) The Application is submitted to the REIF Administrator for final decision;
- (g) The Applicant is advised whether the Application has been approved or not approved;
- (h) If the Application is approved, the Applicant will receive a pro-rated invoice from the Start Date of the Application, or other date at the discretion of the Territory, to the last calendar day of the month in which the approval is provided.

2) Insurance

The Applicant agrees it is responsible for insuring its own property in the Premises and indemnifies the Territory against all actions and demands of any kind arising from the use and occupation by the Applicant and/or the Applicant's employees, agents, contractors and invitees.

3) Interest

Any outstanding fees or costs by the Applicant to the Territory for more than 10 days shall bear interest of 10% per annum calculated daily until paid in full.

4) Extra Fees for excessive use

The Applicant may be required to make payments for excessive use of additional services or amenities. The Territory reserves the right to bar connection to additional services or amenities from the Applicant in the case of excessive or illegal use.

5) Fees

- (a) If the Application is approved, membership fees fall due on the first business day of every month and are payable monthly in advance.
- (b) Unless specified otherwise, membership fees will be paid by direct deposit into the Hub bank account to be provided to the Applicant by the Territory.
- (c) If the Applicant is provided with early access to the Premises in accordance with clause 10), the Applicant must pay a month's advance applicable membership fee and:
 - a. when the Application is approved continue to pay the applicable fees in accordance with this clause 5); or
 - b. if the Application is not approved, a pro rata adjustment to the monthly fee payment will be made and the Applicant will be reimbursed for any overpayments it has made to the Territory.

6) Membership

The Applicant agrees and acknowledges that it is bound by these Terms upon accepting membership with the Territory, as amended from time to time.

7) Membership only

(a) No interest in Land

Nothing contained in this Application will create, or is to be construed as creating any estate or interest in the Land or the Premises in favour of the Applicant.

(b) Rights Personal to Applicant

The rights granted by this Application are personal to the Applicant only.

8) No interference

The Applicant must not do anything in or about the Premises or the Building which, in the reasonable opinion of the Territory:

- (a) is noisy, obnoxious, immoral, offensive or a nuisance or disturbance to other persons using the Building or the Land;
- (b) may be the cause of damage or vibration; or
- (c) interferes with the orderly operation of the Building.

9) No warranty as to suitability

The Applicant acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Territory as to the suitability of the Premises, the Building or the Land for any purposes or as to the fittings, finishing, facility and amenities of the Premises, the Building or the Land. The Applicant must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Application acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

10) Outcome of application approval process

Until the Application is approved or disapproved, at the discretion of the Hub Manager the Applicant may use the Services applied for under this Application from the Start Date from 9am to 5pm, Monday to Friday, or as otherwise agreed between the Applicant and the Hub Manager and the Applicant will be bound by these Terms.

11) Outstanding Fees

The Territory has the right to withhold services, restrict entry into the Premises and shall have a general lien on all of your property physically situated on any part of the Premises where:

- (a) the Applicant has not paid their monthly fee for the Services in accordance with these Terms: or
- (b) the Applicant has breached any of the Terms and failed to remedy that breach within seven days of being requested by the Territory to do so.

12) Parting with Possession

The Applicant must not assign or sub-let or part with possession of the Premises.

13) Release

To the full extent permitted by law, the Applicant hereby releases the Territory, its employees, agents and contractors from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Territory, its employees, agents or contractors.

14) Indemnity

- (a) The Applicant indemnifies the Territory, its employees, agents and contractors against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Applicant and/or its employees, agents, contractors or invitees in

connection with this Application and membership, except to the extent that the Territory has, through negligence or unlawful act or omission, caused the relevant loss, damage or injury.

- (b) The Applicant must, at its expense, make good the amount of all claims, loss, damage, costs and expenses, the subject of the indemnity in this clause.

15) Repairs

The Applicant must repair any damage to the Services including fixtures and fittings resulting from neglect, omission or a deliberate or careless act or a breach of these Terms by the Applicant's or the Applicant's employees, agents, contractors or invitees.

16) Risk

The Applicant will use the Services at the Premises at its own risk.

17) Security Card

The Applicant will be issued with a security access pass for the Premises which the Applicant must:

- (a) use to access the Premises;
- (b) keep with them at all times whilst on the Premises; and
- (c) be used solely by the Applicant.

18) Security Deposit

(a) Provision of Security Deposit

The Applicant must deliver the security deposit to the Territory, comprising one month's applicable membership fee on or before the commencement of the membership.

(b) Use of Bond

The Territory may use the security deposit if the Applicant does not comply with any of its obligations under these Terms, and the Territory may have recourse to the security deposit without notice to the Applicant.

(c) Return of bond

Subject to clauses 18)(a) and (b) on the termination or expiry of this membership the Territory must repay to the Applicant the residual security deposit.

19) Term

- (a) The term of this membership is a month-to-month term for no more than 6 months in total and may be cancelled by either party by giving one month's notice in writing to the other party.
- (b) On the Start Date and Proposed End Date or termination of this membership, a pro rata adjustment to the monthly fee will be made.
- (c) The Territory will provide the Applicant with at least 14 days' notice of any changes to the membership fees.
- (d) The Applicant and the Territory may agree to extend the Proposed End Date to an extended end date.

20) Termination

- (a) Either the Applicant or the Territory may terminate this membership, without cause, by either party giving the other party one months' written notice or notice for such shorter period as agreed by the parties in writing and neither party will have any action against the other in respect of termination of this membership however the right to terminate early will not prejudice a claim by a party in respect of any breach of the membership arising prior to termination.
- (b) This membership must terminate before the date that is 6 months from the Start Date.

21) Use of the Premises

The Applicant may use and occupy the Premises for the use of office purposes only or any such other purpose consented to by the Territory in writing and must:

- (a) take care of the Premises to keep them in a tidy and clean condition and free from rubbish or waste matter;
- (b) make no alterations or additions or install heavy equipment to the Premises without the written consent of the Landlord;
- (c) not smoke in the Premises;
- (d) not use the Premises for immoral or illegal purposes;
- (e) comply with the relevant Code of Conduct as amended from time to time; and
- (f) not hold or permit to be held any sale by auction on the Premises.

22) Visitors

The Applicant is responsible for all visitors it allows onto the Premises and must ensure that they comply with the Code of Conduct and not cause the Applicant to breach these Terms.

23) Notices

Any written notice required under these Terms, shall be deemed to have been served on the Applicant or the Landlord only if delivered to the Premises or posted to the last known address of either party serving the notice on the other party.

24) Definitions

Applicant	means the applicant or organisation who has completed and signed the 'Application for Renewables Innovation Hub membership' form annexed to these Terms.
Application	means these Terms, the application and any other schedules or annexures to it.
Building	means any building on the Land in which the Premises are located.
Code of Conduct	means the code of conduct outlining the rules and conduct of all users of the Premises displayed on the Premises and as amended from time to time available on the Renewables Innovation Hub website at www.2degreesHub.com .
Hub Manager	means the contractor or representative duly appointed by the Territory as manager to operate the Hub.
Land	means the land at Blocks 1, 2, 3, and 4 Section 24 Turner.
Premises	means the premises at Ground floor, 19-23 Moore Street on the Land.
Proposed End Date	means the proposed end date being a date that is 6 months or less from the Start Date in the annexed Application form.
Services	means the services provided by the Renewables Innovation Hub, including co-working and team space services.
Start Date	means the start date in the annexed Application form.
REIF Administrator	means the Executive Director of Sustainability and Climate Change of the ACT Government Environment, Planning and Sustainable Development Directorate (or as otherwise declared from time to time)
Territory	means: <ul style="list-style-type: none"> (1) when used in a geographical sense, the Australian Capital Territory; and

(2) when used in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Terms means these terms and conditions.

Schedule means any schedule forming part of this Application.

2degrees, Hub or Renewables Innovation Hub means the Premises occupied by the Territory or the Territory as the context may require.

SIGNED BY:

DATE OF THIS AGREEMENT20

SIGNED for and on behalf of the

AUSTRALIAN CAPITAL TERRITORY

.....
Signature of Territory delegate

.....
Print name

in the presence of:

.....
Signature of witness

.....
Print name

SIGNED by or for and on behalf of

[NAME]
[ABN/ACN]

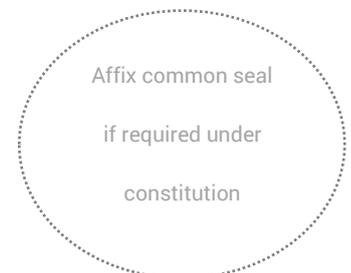
.....
Signature of authorised representative*
* see note below

.....
Print name and position

in the presence of:

.....
Signature of witness or second authorised representative*
* see note below

.....
Print name



Note:

- Individual: Must be signed by the individual and witnessed.
- Incorporated Association: Must be signed in accordance with the Association’s constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.
- Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the constitution but is generally not required.