

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 CO-LAB

Your access to and use of Co Lab's Premises, Facilities and Internet Services, for a period of time to be agreed, will be governed by these Terms and Conditions, any reasonable requirement of ACU and these policies and procedures even if you are not a staff member or student of ACU:

- (a) [Computer and Internet Acceptable Use Policy](#);
- (b) [Privacy Policy](#); and
- (c) [Safeguarding Children, Young People and Adults at Risk](#)

- 1.1 We will notify you of any changes to these policies and procedures which are available at [www.acu.edu.au](http://www.acu.edu.au). It is your responsibility to ensure that you access and use the Premises, Facilities and Internet Services in a manner which does not breach these policies and it is solely up to you to decide whether the Premises, Facilities and Internet Services are suitable for your purposes.
- 1.2 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 which are publicly available from time to time.
- 1.3 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 Co-Lab.

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

- 4.1 The Premises and Facilities will be opened during the hours and days as notified to you from time to time. ACU may change the opening hours 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, wellbeing or safety of you or others on the Premises or engage in any form of harassment and/or discrimination.
- 4.3 You must use only the desk and those Facilities as agreed between you and ACU.
- 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 or replacement.
- 4.5 You must not interfere with any cabling or electronic cords in the Premises without ACU's consent.
- 4.6 You must not interfere with any items from another person's desk or equipment at the Premises.

### **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 Co-Lab participants, ACU staff or students. If we are unable to reach agreement as to these security measures that you may wish to adopt, we will enter into negotiations to end your participation in Co-Lab and refund wholly or partly any fees paid in advance by you for ACU services invoiced by us but not used by you.
- 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 [Computer and Internet Acceptable Use Policy](#), as amended from time to time as notified, 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 , as amended from time to time as notified.

## **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 Co-Lab of any Guests you bring to the Premises. ACU reserves the right 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 of 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, unless caused by ACU. If you bring any equipment into the Premises, ACU is not liable for any damage to your equipment, unless caused by ACU.
- 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 Co-Lab 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 Co-Lab 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, Co-Lab participant, or ACU's staff. If you make any such disclosure, it is at your own risk.
- 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 Co-Lab participant, except to the extent that such is caused by ACU.
- 10.4 You agree that ACU may disclose your name and the general nature of your participation in Co-Lab for promotional purposes.

## **11. TERMINATION**

- 11.1 Either you or ACU may end your participation in Co-Lab at any time without reason by giving the other party one month written notice of termination.
- 11.2 ACU may immediately terminate your participation in Co-Lab by giving written notice to you if:
- (f) you breach a term of these Terms and Conditions which is not capable of remedy; or
  - (g) you breach any of the provisions of these Terms and Conditions, 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.

11.3 When your participation in Co-Lab 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.

## 12. GENERAL

12.1 Any notice under these Terms and Conditions must be in writing and must be delivered to an ACU staff member at Co-Lab by email or hand.

12.2 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.

12.3 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*

12.4 These Terms and Conditions are governed by and construed in accordance with the law of the state in which the Premises are located.

## 13. DEFINITIONS AND INTERPRETATION

### 13.1 Definitions

**Co-Lab** means the business and innovation hubs provided by the Australian Catholic University.

**Commencement Date** means the date communicated to you by Co-Lab 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:

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

**Facilities** means any services and infrastructure provided by ACU in connection with Co-Lab 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 in receipt of remuneration from you.

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

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