

MAHITAHİ COWORKING + EVENTS TERMS & CONDITIONS

1. BACKGROUND

Innovate Charitable Trust ("**Innovate**", "**We**", "**Us**") was established in May 2018 to drive innovation and entrepreneurship for the prosperity of the Nelson Tasman region.

Innovate's vision is to foster bold and aspirational innovation to ensure a thriving business community for generations to come. To that end, and among other things, Innovate operates the business known as "Mahitahi Colab", which is a physical coworking and events space at 322 Hardy Street, Nelson.

These terms and conditions pertain to the provision of coworking services by Mahitahi Colab.

2. APPLICATION

2.1 These terms and conditions are to be read in conjunction with:

- Your registration via our website or in writing ("**Coworking Registration**");
- The Co Working Levels defined in clause 5.1;
- Any policies, house rules and /or Codes of Conduct notified to you with these terms and conditions or from time to time, and these together constitute the agreement between the parties ("**Agreement**").

2.2 Any variations stated in the Coworking Registration will take precedence over these Coworking Terms and Conditions.

2.3 The Member acknowledges that these Co Working Terms and Conditions have been read and are understood and accepted.

2.4 Innovate Charitable Trust trading as Mahitahi Colab will be referred to as "Mahitahi Colab", "our" or "we" in these Terms and Conditions as appropriate.

2.5 The individual or company named in the CoWorking Registration Form is the member and will be referred to as "you" or "the Co Worker".

3. TERM

3.1 The Agreement starts on the date the Collaborator Registration is completed, signed and returned to us and continues until:

3.1.1 In the case of "fixed term" memberships, the end date set out in the Co Working Registration Form ("**End Date**"); or

3.1.2 In the case of "fixed term" memberships the Co Worker may terminate the agreement before the "End Date", giving three months' notice, or as agreed; or

3.1.3 In the case of "open-ended" memberships, one month following the Member providing us with notice in writing to terminate the Agreement, or as agreed; or

3.1.4 The Agreement is terminated in accordance with clause 7.

3.2 In the case of "fixed term" memberships, you must notify us of your intention to renew the Agreement or terminate, 30 days prior to the End Date.

3.3 If you do not notify us of your intention in accordance with clause 3.2, the membership will automatically transfer to an "open ended" membership, which may attract different Fees and may be terminated by the member in accordance with clause 3.1.3.

4. COWORKING LEVELS AND FEES

4.1 We offer a range of "Co Worker Levels" and term options, each of which attract different pricing and are notified on our website ("**Co Worker Levels**").

4.2 You shall notify us of your preferred Co Worker Level in the Coworking Registration.

4.3 We will provide the services ("**Services**") and the Member will pay the fees ("**Fees**") that correspond to the selected Collaborator Level during the Term.

4.4 We will invoice you for the Fees as notified in the Coworking Registration Form. Invoices are payable within 7 days of receipt of invoice.

4.5 Payment must be made by direct credit or via any other payment method approved and implemented by us from time to time.

4.6 The Fees are exclusive of GST. GST will be charged in addition to the Fees.

4.7 Where payment of the Fees remains outstanding for more than 30 days, We may suspend or terminate this Agreement and revoke access to the Mahitahi Colab, in its sole discretion.

4.8 Fees will be updated annually in July. As a not-for-profit, we reserve the right to review the Fees to cover our operating expenses. For "fixed term" memberships, any change to the Fees will take effect with a 3-month notice period. For "open term" memberships, any change to the Fees will take effect following one month's notice.

5. PROVISION OF SERVICES

5.1 We provide members with access to office and other services specified in each Co Worker Level, including but not restricted to, internet access, printers and staff support and access to meeting rooms.

5.2 You acknowledge that some of these services are provided to us and/or you by third parties, and, although we will use our best endeavors to ensure that these services are available to members and/or are provided to a satisfactory standard, we do not give any warranty, representation or guarantee to this effect.

6. TERMINATION RIGHTS

6.1 We may terminate this Agreement without notice if you:

6.1.1 breach any material provision of this Agreement;

6.1.2 abuse or harass any staff member or other user of the Mahitahi Colab;

6.1.3 be considered guilty of misconduct;

6.1.4 bring Innovate Charitable Trust or the Mahitahi Colab into disrepute; or

6.1.5 have an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, become subject to any form of external administration, or ceases to continue business for any reason.

6.2 Expiry or termination of this Agreement does not affect each party's rights and obligations accrued before the expiry or termination date.

6.3 You must pay for Services provided before this Agreement expires or is terminated.

6.4 Clauses which, by their nature, are intended to survive expiry or termination of this Agreement, continue in force.

7. MODIFICATION TO TERMS AND CONDITIONS

Subject to clause 4.8, which specifies the notice periods that apply to changes to the Fees, we reserve the right to modify these Terms and Conditions at any time.

8. COLLABORATION AND CONDUCT

8.1 The parties agree to co-operate and collaborate to help advance each other's strategic goals, in particular by:

8.1.1 Creating and maintaining positive relationships with each other and third-party organisations, staff, students and other programme and delivery partners;

8.1.2 Being an active member of the Mahitahi Colab community; and

8.1.3 Supporting each other's projects and initiatives from time to time by, inter alia, leveraging networks and contacts or providing knowledge or advice.

8.2 You agree to comply with all policies, house rules and other reasonable directions given by Innovate in connection with its provision of the Services and your use of Mahitahi Colab.

8.3 You agree to indemnify us against any loss we suffer as a result of your breach of clause 8.2 or any other provision of this Agreement.

9. COVID-19 OR NOTIFIED PANDEMICS

We reserve the right to introduce policies and procedures pertaining to Covid-19 from time to time, to reduce the risk of spread to coworkers and visitors, and to ensure compliance with Government requirements.

10. EVENTS AND OTHER BOOKINGS

If you book the Mahitahi Colab Events Space or any of our meeting rooms as part of your membership, you agree to be bound by the Mahitahi Colab Event Terms and Conditions.

11. NO PARTNERSHIP

11.1 Notwithstanding clause 8 requiring the parties to work collaboratively, nothing in this Agreement makes the parties joint venturers, partners or agents of each other, now or in the future.

11.2 Neither of the parties can bind the other in any way.

12. INTELLECTUAL PROPERTY

12.1 In these terms and conditions "Intellectual Property" includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered or unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, domain names, trade secrets and all other rights resulting from intellectual activity.

12.2 Neither party has rights in Intellectual Property of the other.

12.3 All proprietary rights to the Intellectual Property arising from the Agreement or developed by either party during the Term of this Agreement, shall vest or remain with the party generating it, as its sole property.

13. CONFIDENTIALITY

13.1 In these terms and conditions "Confidential Information" means any information that is not public knowledge and which is obtained from the other party or any other client of the Mahitahi Colab in the course of this Agreement.

13.2 Both of the parties will keep confidential, and will not use, or permit to be used, any Confidential Information, except to the extent that:

- 13.2.1 the Confidential Information lawfully enters the public domain, or
- 13.2.2 the party to whom the Confidential Information relates, consents in writing to its disclosure, or
- 13.2.3 disclosure is required by law, or
- 13.2.4 this Agreement permits.

13.3 Both of the parties must ensure that our respective agents or employees who receive, or may receive, Confidential Information are aware of, and are bound by, these confidentiality provisions.

13.4 The above confidentiality provisions are in addition to, and do not detract from, any duties of confidentiality imposed on either of the parties by law, equity or contract.

14. LIABILITY

14.1 Our maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not exceed the Fees paid and/or payable by you under this Agreement in a 12 month period.

14.2 Except for your liability to pay the Fees, neither party is liable to the other under or in connection with this Agreement for any loss of profit, data, revenue, savings, business and/or goodwill, or any indirect, consequential, indirect, incidental or special loss or damage of any kind.

14.3 Clauses 14.1 and 14.2 do not apply to limit either party's liability for:

- 14.3.1 Personal injury or death;
- 14.3.2 Fraud or willful misconduct; or
- 14.3.3 Breach of clause 13 (confidentiality).

14.4 Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with this Agreement.

15. PRIVACY

15.1 All information that you give us will be kept confidential and only used for purposes which you have agreed to or in respect of which you have otherwise given us permission.

15.2 We will use the information you provide to us to:

- 15.2.1 arrange and provide the Services;
- 15.2.2 keep in contact with you;
- 15.2.3 invoice and arrange payment of the price for the Services;
- 15.2.4 keep you up to date with information about services provided by us and our partners and providers;

15.3 We may disclose aggregate statistics about our members in order to describe our services to prospective partners, advertisers and other reputable third parties and for other lawful purposes, but these statistics will include no personally identifying information.

15.4 We may disclose personal information if required to do so by law or if we believe that such action is necessary to protect and defend the rights, property or personal safety of the Mahitahi Colab or any member.

16. DISPUTES

16.1 In the event of a dispute arising over the interpretation of this contract or anything contained in it, the parties agree to meet and work in good faith towards finding a satisfactory resolution.

16.2 In the event the parties cannot resolve the dispute, a mediator shall be appointed by agreement of both parties, to find a satisfactory resolution.

16.3 If the parties cannot resolve the dispute through negotiation or mediation then it shall be resolved pursuant to the Arbitration Act 1996.

16.4 Each party must, to the extent possible, continue to perform its obligations under this Agreement even if there is a dispute.

17. GENERAL PROVISIONS

17.1 **Force Majeure:** Neither party is liable to the other for any failure to perform its obligations under this Agreement to the extent caused by Force Majeure, provided that the affected party:

- immediately notifies the other party and provides full information about the Force Majeure; uses best endeavors to overcome the Force Majeure; and continues to perform its obligations as far as practicable.

17.2 **Severability:** If any provision of this Agreement is, or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this Agreement and does not affect the legality, enforceability or validity of the remaining provisions of this Agreement.

17.3 **Assignment:** If the ownership or structure of either party changes during the term of this agreement the party with the changes shall notify the other in writing and shall assign its interest in this Agreement to the new owner(s).

17.4 **No Subcontracting:** Neither party may assign, subcontract or transfer any right or obligation under this Agreement without the prior written approval of the other (not to be unreasonably withheld). Notwithstanding any subcontracting, each party shall remain liable to the other for the performance of all obligations under this Agreement.

17.5 **Variation:** Any variation of this Agreement must be in writing and signed by both parties.

17.6 **Waiver:** Any failure by either of the parties to enforce any of the provisions of this Service Level Agreement does not constitute a waiver of any rights to future enforcement.

17.7 **Governing Law:** This Agreement is governed by New Zealand law and the parties irrevocably submit to the exclusive jurisdiction of the New Zealand courts.

MAHITAHİ COLAB VENUE HIRE TERMS AND CONDITIONS - BACKGROUND

Innovate Charitable Trust ("**Innovate**", "**We**", "**Us**") was established in May 2018 to drive innovation and entrepreneurship for the prosperity of the Nelson Tasman region.

Innovate's vision is to foster bold and aspirational innovation to ensure a thriving business community for generations to come. To that end, and among other things, Innovate operates the business known as "Mahitahi Colab", which is a physical coworking and events space at 322 Hardy Street, Nelson.

These terms and conditions pertain to the provision of coworking services by Mahitahi Colab.

VENUE HIRE APPLICATION

These terms and conditions are to be read in conjunction with: the event space or meeting room booking form submitted online; and any policies, house rules and/or Codes of Conduct notified to you, and these together will constitute the agreement between the parties ("**Agreement**").

The Member acknowledges that by confirming a booking online, these Venue Hire Terms and Conditions have been read and are understood and accepted.

Innovate Charitable Trust trading as Mahitahi Colab will be referred to as "Mahitahi Colab", "our" or "we" in these Terms and Conditions as appropriate.

The individual or company named in the Venue Hire Agreement Form is the venue user and will be referred to as "you" or "the user".

GENERAL CONDITIONS OF ENTRY

You agree to adhere to Mahitahi Colab's general conditions of entry and will ensure your guests abide by these throughout their visit. These include but are not limited to the following:

- Children under 14 years of age must be accompanied by a parent or guardian; and Clients, guests and contractors are expected to obey all Mahitahi Colab rules and regulations where present.

Mahitahi Colab does not permit the following:

- Smoking or the use of electronic cigarettes anywhere on-site including outdoor areas; Live animals onsite except guide, therapy or service animals; The use of pyrotechnics, fireworks or similar; Driving nails, tacks, screws or pins into walls, furnishings, floors or ceilings; Any article which is likely to injure or disturb other persons, including chemical substances which give off noxious fumes or smoke; Illegal drugs; Weapons; Loud hailers or noise makers, Roller skates, rollerblades, skateboards, scooters, bicycles or similar; or Heat generating appliances or other operating equipment that emit heat, fumes or exhaust (except for catering equipment and heaters provided by event staff).

All staff, volunteers and contractors assisting in the setting up, running or packing down of the event must comply with Mahitahi Colab's health and safety guidelines throughout the hire period.

Staff, volunteers and contractors will be asked to leave if Mahitahi Colab staff do not reasonably consider them able to carry out their responsibilities safely. You will be liable for a \$1,500.00 + GST fee if you fail to return the venue to the condition in which it was hired to you by the end of your booking.

VENUE HIRE - COVID-19 OR NOTIFIED PANDEMICS

We reserve the right to introduce other policies and procedures pertaining to Covid-19 from time to time, to reduce the risk of Covid-19 to coworkers and visitors, and to ensure compliance with Government requirements.

BOOKING CONFIRMATION

A booking is considered confirmed upon submitting a booking request via our website, and this being accepted.

PAYMENT DETAILS

All pricing is exclusive of GST. All charges are required to be paid 7 days prior to the event. Any additional charges incurred are payable within 7 days of the event.

All costs incurred by Mahitahi Colab in recovering any outstanding monies due will be the responsibility of the client.

Surcharges may apply for events held on weekends or which run into public holidays or for events which are scheduled to run for more than four hours.

CANCELLATIONS

Mahitahi Colab may cancel your booking and this Venue Hire Agreement if they reasonably consider that the management or control of the event is deficient or inadequate, or the behaviour of the attendees of the event is such that could lead to danger or injury to any person or material damage to any property, including the venue itself.

Meeting rooms must be booked in advance via our booking system.

Members may reschedule up to 48 hours in advance (subject to availability).

Refund structure for cancellations:

- **30+ days:** 100% refund
- **15-29 days:** 75% refund
- **5-14 days:** 50% refund
- **Within 4 days:** No refund

LOSS/DAMAGES

Mahitahi Colab is not responsible for any loss or damage to any guest, client or contractor's property before, during or after the hire period.

If any damage is caused to the venue or item within the venue, you must immediately notify a Mahitahi Colab staff member.

You agree to indemnify Mahitahi Colab for any breakages, thefts, damages or extra cleaning requirements caused by you, the attendees or subcontractors and shall pay these costs within 7 days of the event.

Mahitahi Colab is not liable for any loss or expense that you incur if we are not able to make the venue available to you due to fire, flood, earthquake, failure or other unavailability of any building services beyond our reasonable control. If the venue is unavailable to you for any of these reasons, Mahitahi Colab will refund any monies held.

26. HEALTH AND SAFETY

Mahitahi Colab will ensure, so far as reasonably practicable, that the venue and services provided are safe and healthy for the user and their guests when used for entertainment and hospitality as set out in the agreement. However, overall responsibility for the behaviour, safety and health of guests and contractors remains the responsibility of you the user.

In accordance with the Health and Safety at Work Act 2015 all clients, visitors and contractors must follow all reasonable instructions and signs whilst on site, to ensure that their actions or inactions do not cause harm to themselves, other people or property.

Emergency exits are to be kept clear. It is important you inform any guests and contractors the location of emergency exits in a housekeeping announcement. Mahitahi Colab will provide you with the details to be stated in this announcement. If you hear an emergency alarm, please leave the building via the nearest emergency exit, and assemble at the specified emergency assembly point for your venue and await further instructions.

Mahitahi Colab may refuse admission to any person or require any person attending the event to leave the venue at the sole discretion of the Mahitahi Colab staff member if that staff member reasonably believes that any person:

- Is affected by drugs or alcohol
- Is behaving in an indecent or disorderly manner
- Wilfully damages or destroys any part of the venue
- Fails to comply with any lawful request of a Mahitahi Colab staff member or security.

27. POST EVENT

You shall remove all goods and rubbish brought to the venue at the end of the event (or arrange for your suppliers to do so) and leave all equipment, facilities and venue in the condition that it was hired to you.

MAHITAHİ COLAB HOUSE RULES

- We provide a variety of workspaces in the Mahitahi Colab. We have designed the common spaces so that anyone visiting should be able to find a seat and, most of the time, we hope that members will be able to use the common space immediately around them. However, please avoid occupying more than one seating location at any one time and if you leave a common space, please do not try to "reserve" it.
- As the Mahitahi Colab is a shared space, please be respectful of other users, by:
- Keeping your voice and noise level moderate; Consider taking phone or Zoom calls in common area and wear headphones to minimise noise; Keep ringtone to a reasonable level; and Keep your coworking area tidy.
- Please avoid moving furniture around without checking with our staff first and be prepared to share your sofa or table with another member if the Mahitahi Colab is busy.
- If you have a swipe card for access to the Colab, please do not share this with others and if you lose your swipe card, please inform us immediately so it can be cancelled and a new card reissued.
- We provide internet via an online portal for Coworkers and other users of the Mahitahi Colab ("**Colab Internet**"). Colab Internet may only be used for lawful and usual business or personal purposes. Use of the Colab Internet for unlawful or improper purposes such as to harass, defame or abuse, may result in your being barred from using the Mahitahi Colab.
- Please help keep the kitchen clean and tidy by putting dishes in the dishwasher, cleaning up any food mess and taking home leftover food and containers.
- Please keep toilets and other shared spaces clean and tidy after use.
- If using the shower at the Mahitahi Colab, please leave this in a clean and tidy state after use, including by wiping up excess water from the floor to ensure the space is safe for other users.
- The Mahitahi Colab provides milk, tea and coffee, but anything else in the fridge or kitchen belongs to other coworkers. Please do not take anything from the kitchen or Mahitahi Colab that does not belong to you.
- If you use the Mahitahi Colab after hours, please follow all instructions relating to close down procedures for the Mahitahi Colab. The Mahitahi Colab alarms set automatically after 11.00pm, if you require access after this time please arrange this with Mahitahi Colab staff prior.
- Please respect others' privacy by keeping conversations heard and had in the Colab private and disposing of any documents belonging to others.
- By working in the Colab, you become part of a community that aims to collaborate together to do things better for our region.
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- As the Mahitahi Colab is a shared space, please be respectful of other users, by:
 - Keeping your voice and noise level moderate; Consider taking phone or Zoom calls in common area and wear headphones to minimise noise; Keep ringtone to a reasonable level; and Keep your coworking area tidy.
- Please avoid moving furniture around without checking with our staff first and be prepared to share your sofa or table with another member if the Mahitahi Colab is busy.
- If you have a swipecard for access to the Colab, please do not share this with others and if you lose your swipecard, please inform us immediately so it can be cancelled and a new card reissued.
- By working in the Colab, you become part of a community that aims to collaborate together to do things better for our region.

AGREEMENT

I agree to the Coworking Terms and Conditions, Venue Hire and Mahitahi Colab House Rules.

Mahitahi Colab reserves the right to modify any plan rates, terms and conditions, and house rules at any time.

Members will be notified of significant changes.

Signed: _____ **Date:** _____