

## **Terms and Conditions applying to Subscribed Co-Workers of the Co-Working Space at the Innovations Hub/Port Macquarie**

### **1. Acceptance of Terms and Conditions**

- a. By signing the membership form, you agree to Terms and Conditions.
- b. These Terms and Conditions may be updated from time to time without notice to you.

### **2. Description of Services**

- a. By accessing the Charles Sturt Innovation Hub (**The Hub**), the University may provide you with access to communal indoor workspace, desks & clean table access, internet access, meeting space, knowledge resources, and other services (**Services**).

### **3. Use of The Hub and Services**

- a. You will not participate in, or use The Hub or its Services for any purpose that is unlawful or otherwise prohibited by these Terms and Conditions.
- b. You may not use The Hub or its Services in any manner that could damage, disable, overburden, or impair any equipment or interfere with any other party's use and enjoyment of The Hub.

### **4. Harassment free space**

- a. The Hub is intended to provide a harassment-free experience for everyone, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age or religion. The Hub is committed to ensuring that the working environment is free from discrimination and harassment, and that any discrimination and harassment will not be tolerated under any circumstances.
- b. If a participant engages in harassing behaviour, The Hub staff may take any action they deem appropriate, including warning the offender or expulsion from the co-working space with no refund. If you are being harassed, notice that someone else is being harassed, or have any other concerns, please contact a member of The Hub staff immediately.

### **5. Access to space in The Hub**

- a. On payment of the relevant subscription fee, the University agrees to permit you shared access to the co-working space of The Hub, the details of which are specified in your membership form.
- b. Nothing in these Terms and Conditions confers on you or any other person any proprietary right or interest of any nature in the co-working space of The Hub.
- c. The University reserves the right to:
  - i. exclude for operational reasons parts of the co-working space from the areas which are to be shared for the purposes of The Hub; and
  - ii. permit University staff (academic and professional), students and industry partners able to access and use the co-working space appropriately to enhance the innovation culture/activity promoted by The Hub.
- d. You may use the premises address of The Hub as your business address but for no other purpose.
- e. When accessing the co-working space of The Hub, you must:
  - i. keep work and common areas clean and tidy;

- ii. not smoke inside or in the immediate surroundings;
- iii. not consume alcohol unless associated with an approved function;
- iv. use the kitchen for the consumption of food;
- v. clean up any mess made;
- vi. not promote or use the co-working space for any public meeting or entertainment;
- vii. not cause any nuisance or damage to the co-working space, or any fixtures, fittings or equipment located in it;
- viii. pay the University on demand any expense the University incurs if you leave any part of the co-working space, or any fixture, fitting or equipment in it, in an unclean or damaged condition;
- ix. not assign, novate or sub-licence your rights or obligations under these Terms and Conditions;
- x. park vehicles only in designated car parks near or around the co-working space;
- xi. observe all signs located in or around the co-working space;
- xii. not bring onto, or store in or around, the co-working space any toxic or inflammable substances;
- xiii. comply with the University's policies as advised from time to time or any directions of the University or The Hub staff relating to the use of the co-working space and any related equipment and facilities including the use of swipe access cards;
- xiv. not promote yourself as being associated with the University or the Council;
- xv. use all care and respect for shared University facilities, property and amenities including but not limited to fitness and leisure spaces, library and common areas; and
- xvi. respectful usage of shared facilities and equipment to ensure courtesy of students and their first right of use.

## 6. Code of Conduct

- a. By participating in The Hub, you agree to the following:
  - i. not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
  - ii. not publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through The Hub;
  - iii. comply with intellectual property laws when using the Services;
  - iv. abide by all University policies as advised from time to time, and any directions given by the University or The Hub staff;
  - v. interact with members, staff and students in authentic, thoughtful, and empathetic ways that help foster our community;
  - vi. respect your co-workers and their belongings;
  - vii. respect the property, ideas and clients of others;
  - viii. respect the right of others to work in a relatively quiet environment and be mindful of fellow members with regards to your volume and content of conversations;
  - ix. be conscious of safety and on the lookout for risks and dangers;
  - x. security is everyone's responsibility – ensure the premises are never left unlocked/unattended;
  - xi. Wi-Fi and printing is provided to use, not abuse;
  - xii. no solicitation; and
  - xiii. refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding the University, the Council or The Hub other than to comply with the law.

## 7. Termination

- a. The Terms and Conditions must be adhered to at all times. Failure to follow the Terms and Conditions can result in non-renewal or early termination of the agreement.

- b. The University may terminate these Terms and Conditions at any time, immediately and without notice, if you fail to comply with these Terms and Conditions. This includes non-payment or breach of your obligations. If this happens, you will be refunded any amounts paid for unused periods that remain after deducting any pending charges, on a pro-rata basis unless otherwise specified in these Terms and Conditions.
- c. You or the University may terminate these Terms and Conditions by giving a written notice via email of termination with 7 days' notice in advance.

## 8. Confidentiality

- a. For the purpose of this clause, **Confidential Information** of a party means all trade secrets, knowhow, financial information, marketing, and other commercially or scientifically valuable information of whatever description and in whatever form which by its nature is confidential and which:
  - i. has been marked as confidential by a party; or
  - ii. is otherwise known or reasonably ought to be known by a party as confidential.but does not include information that is in the public domain or is independently known or developed by the party receiving the information other than as a result of a breach of these Terms and Conditions or any other obligation of confidentiality owed by or to any other person.
- b. Your participation in and/or use of The Hub obligates you to:
  - i. maintain all Confidential Information in strict confidence;
  - ii. not disclose Confidential Information to any third parties; and
  - iii. not use the Confidential Information in any way directly or indirectly related to The Hub or any participant or user of The Hub.

## 9. Participation in or Use of Services

- a. You acknowledge that you are participating in or using The Hub at your own free will and decision.
- b. You acknowledge that The Hub does not have any liability with respect to your access, participation in, use of the services, or any loss of information resulting from such participation or use.

## 10. Exclusion of liability and indemnity

- a. You agree that the University and the Council excludes all liability for any damage, loss or injury incurred with respect to your access, participation in, use of The Hub and the Services, or any loss of information resulting from such participation or use.
- b. You agree to indemnify the University and the Council for any loss or damage the University and/or the Council suffers if you directly or indirectly, and wilfully, unlawfully or negligently:
  - i. damage or destroy any property of the University, or of another person located within the co-working space of The Hub or any of the University's buildings at any time you have access to the co-working space of The Hub;
  - ii. injure, or cause the death of, any person within the co-working space of The Hub or any of the University's buildings or grounds at any time you have access to the co-working space of The Hub; or
  - iii. do not observe an obligation of yours under these Terms and Conditions.
- c. This indemnity is a continuing and independent obligation, survives termination or expiry of these Terms and Conditions, and includes any expense the University and/or the

Council incur on a full recovery basis.

- d. Your liability to indemnify the University and the Council will be reduced proportionately to the extent that any act or omission by the University of the Council contributed to the relevant claim.
- e. The University and the Council is not liable to you for any consequential loss (including but not limited to loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss and any other form of consequential, special, indirect, punitive or exemplary loss or damage).

#### **11. Personal Items**

- a. You are responsible for all equipment you bring into The Hub including mobile phones, lap top and other electronic devices, stationery and other personal effects.
- b. The University does not accept responsibility for lost, damaged or stolen items.
- c. You are encouraged to carry appropriate insurance to cover your own equipment while using The Hub.

#### **12. Warranties, representations etc**

- a. The University does not make any representations:
  - i. as to the security of The Hub network or the internet or of any information that you may place on it; or
  - ii. that a particular degree of availability will be attained in connection with your use of The Hub network or internet.
- b. You warrant that your participation or use of The Hub will not conflict with or result in any breach of any agreement to which you are a party.

#### **13. CSU Safe**

- a. CSU Safe is a mass messaging communication and Campus Security access. This system for the delivery of emergency messages to large groups. There is no cost to register with the system and registrations are accepted from University partners which include you. Note: Outbound text messages or data used may incur charges at the user's nominal rates.
- b. Campus Security can also be contacted directly by dialling '400' from any internal phone or dialling the Security number for the CSU campus. There are also 'direct dial' Security Phones located on University campuses and their location is available in FMCentral found here: <https://www.csu.edu.au/division/facilitiesm/fmcentral>.
- c. You are encouraged to register for CSU Safe alerts and Security notification via Text/SMS "Port Macquarie campus" to 0409513136. Follow the reply SMS prompts to add any Web Links to mobile device's home screen.