

# The Treehouse at SUNSTUDIOS - Membership Terms and Conditions

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The following sets out the terms of Memberships for the Treehouse at SUNSTUDIOS.

## 1. Definitions

- a. **"Flexi Membership"** means a short-term booking for either an available desk space or use of a meeting room at The Treehouse, and excludes a booking made by a person with a Resident Membership for any space included in the Resident Membership;
- b. **"Access Hours"** means 7:00am to 8:00pm from Monday to Friday and 8:00am to 4:00pm on Saturday and Sunday;
- c. **"House Rules"** means the rules for working at The Treehouse as We advise You from time to time;
- d. **"Membership"** means either a Resident Membership or a Flexi Membership described further on SUNSTUDIOS' website <https://sunstudiosaustralia.com/treehouse/becoming-a-member> or in other promotional materials for The Treehouse;
- e. **"Membership Confirmation"** means any confirmation of a Membership SUNSTUDIOS sends You;
- f. **"Membership Fees"** are SUNSTUDIOS' standard Membership rates listed on SUNSTUDIOS' website <https://sunstudiosaustralia.com/treehouse/becoming-a-member> or that SUNSTUDIOS advises You in response to Your inquiry;
- g. **"Premises"** or **"The Treehouse"** means the dedicated co-working facilities located at SUNSTUDIOS, 42 Maddox Street, Alexandria, NSW;
- h. **"Resident Membership"** means a fixed term membership;
- i. **"SUNSTUDIOS"**, **"Us"** or **"We"** means SUNSTUDIOS Australia Pty Ltd (ABN 53 002 954 494);
- j. **"Term"** means the term of Your applicable Membership specified in Your Membership Confirmation;
- k. **"You"** or **"Your"** means the person SUNSTUDIOS grants Membership to.

## Contract

2. When You submit a Membership application or booking request You agree to be bound by these terms. If We approve Your application or booking request, We will issue You a Membership Confirmation. When You receive a Membership Confirmation from Us, an agreement is formed between Us and You that incorporates these

terms.

3. We may amend these terms from time to time by giving you 1 months' written notice. If You do not agree to those amendments, You may immediately terminate Your Membership by written notice to Us.

## Eligibility requirements

4. You must be at least 18 years of age to apply for Membership.
5. The Membership application and booking process is:
  - a. For a Resident Membership or a person booking a Flexi Membership for the first time, You must submit an application to SUNSTUDIOS. SUNSTUDIOS will consider Your application based on availability and Your level of contribution to and/or involvement with the creative industries sector. You must attend an interview at SUNSTUDIOS. SUNSTUDIOS will assess applications in its sole discretion and is not obliged to grant You Membership; and
  - b. For a Flexi Membership (where this is not the first time You have held a Membership at The Treehouse), You may make a booking by contacting Us. Bookings are subject to availability.
6. Without limiting any other clause in these terms, SUNSTUDIOS may refuse or cancel any booking or application if it reasonably believes that You will not, or have not previously complied with the House Rules or these terms.

## Membership

7. Membership grants You a licence to use and access The Treehouse desk or space facilities We allocate You in the Membership Confirmation during Access Hours for the Term. All other The Treehouse facilities are shared.
8. You agree You have no interest in the Premises except the licence specified in clause 7. You must not sub-license or assign Your Membership to any other party without SUNSTUDIOS' prior written consent.
9. You may permit guests to attend meeting rooms You book at The Treehouse but You agree that:
  - a. each guest must sign in to the Treehouse manager upon arrival and undertake a site induction at that time;
  - b. You must ensure that each of Your guests complies with these terms and the House Rules;
  - c. You are solely responsible for the acts and omissions of Your guests while they are on the

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Premises; and

- d. We may refuse entry to, or remove a person from The Treehouse if We reasonably believe that he/she will not or has not complied with these terms or the House Rules.
10. You must make Your own assessments about the suitability of The Treehouse for Your needs. SUNSTUDIOS does not warrant the Premises are suitable for Your particular needs.
11. You agree that We may access The Treehouse at any time and that We may require access to Your licensed space in the event that repairs or maintenance is required.
12. You are responsible for securing Your access pass and must not lend it to any other person. If You permit another person to use Your access pass, SUNSTUDIOS may immediately cancel Your Membership.
13. If You lose or misplace Your access pass, You must immediately notify SUNSTUDIOS and You agree to pay Us a \$10 (excluding GST) fee if You lose it.

### Payment

14. You must pay Us the Membership Fees:
  - a. monthly in advance for Resident Memberships;
  - b. upfront on booking for Flexi Memberships.
15. Membership Fees are payable by cash or credit card or EFTPOS. Payments by American Express attract a 2% surcharge.
16. If You fail to pay Your Membership Fees by the due date, We may immediately cancel Your Membership.

### Your Conduct and Property

17. You must always act in a safe and courteous manner and in accordance with the House Rules.
18. Without limiting any of Our other rights, We may immediately remove You or Your guests, cancel Your Membership or both if We reasonably believe You or Your guests:
  - a. have engaged or are engaging with Us or any third party in the Premises or with SUNSTUDIOS in a way that is offensive, abusive, harassing or discriminatory;
  - b. have used or are using the internet or the Premises for any illegal purpose;
  - c. are intoxicated or are under the influence of illegal drugs;
  - d. pose a threat to the safety of any individual within the Premises; or
  - e. are engaging in conduct that has, or is likely to cause damage to the Premises or any property within the Premises.

19. You are responsible for all property and equipment You bring onto the Premises or SUNSTUDIOS. We recommend You take all Your property with you when you leave the Premises or use the lockers provided (if applicable). To the extent the law permits, and except to the extent caused by the negligence or wilful misconduct of SUNSTUDIOS, its employees or officers, We are not liable to You for any loss or damage of Your property or equipment (or that of Your guests) while it is on the Premises or at SUNSTUDIOS.
20. You must ensure all equipment You bring onto the Premises or SUNSTUDIOS is in good condition and fit for purpose.
21. You must pay for any damage or loss You or Your guests cause to Our property or to the Premises or SUNSTUDIOS (reasonable wear and tear excepted).
22. You must indemnify and hold harmless SUNSTUDIOS and its related bodies corporate, and their respective officers and employees, for all losses, liabilities, damages, costs, or claims (including legal fees) caused by Your acts or omissions or that of Your guests while on the Premises or at SUNSTUDIOS.
23. Your liability under clause 22 will be reduced proportionately to the extent such losses, liabilities, damages, costs or claims are caused or contributed to by the acts or omissions of SUNSTUDIOS, its officers or employees.

### Terminating Membership Early

24. If You have a Resident Membership and wish to terminate it early, You must notify Us in writing. We will use reasonable efforts to find a suitable replacement (suitability to be determined in SUNSTUDIOS' sole discretion). Until a suitable replacement is able to commence Membership, Your Membership will continue and You must continue to pay Your Membership Fees for the remainder of the Term. If SUNSTUDIOS finds a suitable replacement, Your Membership will terminate at the end of the then current Membership month and You remain liable for the Membership Fees payable for the then current Membership month but no further months. You agree We may charge You a reasonable administrative fee to terminate Your Membership early.
25. If You have a Flexi Membership you may cancel Your Membership at any time up to 24 hours before the commencement of the Term. Cancellations after this time are not refundable.
26. We may cancel Your Membership at any time by providing You with 30 days' written notice.

### Termination for Breach

27. Subject to any other termination right of termination under these terms, either party may terminate Your Membership by giving written

notice to the other party if the other party materially breaches these terms or the House Rules and the other party cannot remedy the breach or if the breach can be remedied, does not remedy it within 14 days of receiving a notice specifying the breach and demanding it be remedied.

### Unexpected Events

28. If anything occurs outside a party's reasonable control that causes it to be unable to perform its obligations under these terms, including accidents, war, fire, flood or the delay or failure in manufacture, production, or supply by third parties of equipment or services, the parties agree the affected party will not be liable for any delay or failure in performing its obligations. Either party may terminate Your Membership if the delay or failure exceeds 30 days.

### Consequences of Termination

29. If We terminate Your Membership under clauses 12, 16, 18, or under clause 28 (where You are the affected party):
- If You have a Resident Membership, We will use reasonable efforts to find a suitable replacement (suitability to be determined in SUNSTUDIOS' sole discretion). Until a suitable replacement is able to commence Membership, You must continue to pay Your Fees for the remainder of the Term. If SUNSTUDIOS finds a suitable replacement, You remain liable for the Membership Fees payable for the then current Membership month but not for further months and You agree We may charge You a reasonable administrative fee; or
  - if You have a Flexi Membership, Your Fees will not be refundable; and
  - You must return Your access pass and remove Your property and equipment from the Premises.
30. If You cancel Your Membership in accordance with clause 3 or under clauses 25 or 28 (where We are the affected party), or if We cancel Your Membership in accordance with clause 26, You will be eligible for a pro-rata refund of any Membership Fees paid upfront based on the time remaining in the Term, and You must return Your access pass and remove Your property and equipment from the Premises.
31. If You fail to remove any of Your property or equipment at the end of the Term and it remains on the Premises, title in such property and/or equipment shall pass to us after 14 days from the end of the Term and may be sold or disposed of at Our discretion.

### Privacy

32. SUNSTUDIOS collects personal information to provide the Treehouse and Memberships in accordance with these terms. SUNSTUDIOS may disclose such personal information to third party service providers such as technology providers, for this purpose. You consent to such uses and disclosures.
33. SUNSTUDIOS otherwise treats personal information it collects in accordance with its privacy policy available on its website.
34. You acknowledge that for the purposes of safety and security, SUNSTUDIOS and the Premises are monitored by recorded CCTV. Recordings may be retained for up to 7 days.

### Information Security

35. You are responsible for ensuring any of Your Confidential information is secure while You are using the Premises. We make no representations that our internet connection is completely secure.

### Limitation of Liability

36. Nothing in these terms limits any rights or remedies You may have under the *Australian Consumer Law*.
37. Each party accepts liability without limit for:
- fraud or deceit;
  - death or personal injury caused by negligence or wilful misconduct; or
  - any other liability that cannot be limited or excluded by law.
38. Subject to clauses 36 and 37, to the extent the law permits, any liability We may have to You arising out of these terms or the provision of the Treehouse is capped at the amount of Membership Fees paid to Us by You in the month before the claim arose.
39. If any provision of these terms is unenforceable for any reason, that provision will be severed from these terms and the remaining terms remain in full force and effect.
40. These terms and conditions are governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the Federal Court of Australia.

END

On behalf of \_\_\_\_\_  
(strike out if not signing on behalf of an entity)

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I confirm I have read, understood and agree to the terms and conditions of membership for the Treehouse at Sunstudios:

Signed: \_\_\_\_\_

Full name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_