

General Conditions and Terms of Trade of Licence Agreement

1.0 Licence Period

- 1.1 The minimum term of Permanent & Virtual Office Licence Agreements are as agreed between MBC & the Licensee. After the initial period, the Licence will continue on a monthly basis unless otherwise notified. Please provide one month notice of any intention to cancel or end any License Agreement.
- 1.2 Casual Office and Meeting Room Licence is an ongoing agreement, access to premises for dates of bookings only.

2.0 Licence Fee and Additional Charges

- 2.1 The Licensee will pay the MBC before the due date, the full amount shown on the invoice in cleared funds to the MBC bank account by bank transfer or BPay, business or bank cheque, direct debit or credit card.

Permanent Office hire is invoiced monthly, payable by the 28th (twenty-eighth) day of each month in advance of the month of occupation. Additional charges, (outbound calls, internet, printer/ photocopier usage etc) are invoiced following the end of each calendar month. Payment is required by the due date on our invoice (within 14 days).

Virtual Office service is invoiced monthly. Payment is required by the due date on our invoice (within 14 days).

Casual Office & Meeting Room payment may be required at time of visit if account or by account. If account given, payment is required by the due date on our invoice (within 14 days. If the Licensee has a current Virtual Office account with MBC, charges can be invoiced to the monthly Virtual Office invoice.

- 2.2 **Security Bond** may be requested before any licence issued. This bond is fully refundable and will be refunded on completion of the hire/services provided when offices / meeting rooms left in tidy undamaged condition and payment of all costs have been received.
- 2.3 The licence agreement does not become effective until payment of Licence Fee and any Security Bond is received in cleared funds in our nominated bank account.

3.0 Cancellation of Licence

- 3.1 It is the Licensee's responsibility to renew or cancel their Licence Agreement. If you wish to cancel, please provide 30 days written notice. Cancellation will be confirmed in writing by MBC.
- 3.2 A licence may be cancelled at any time by giving to the Licensee (7) days notice if for any reason the Licensee has failed to comply with the Licensee's obligations to pay to the Licence Fee and/or any other monies properly payable by the Licensee pursuant to the Licence Agreement.
- 3.3 On cancellation of a licence the Licensee's goods must be removed at their expense on or before the date specified. If goods have not been removed by the specified date the MBC may at the expense of the Licensee remove at the expense of the Licensee without in any way being liable for any loss or damage thereto.

In this event at the expense of the Licensee the MBC may remove and dispose of the Licensee's goods; or become the property of the Licensor (and the Licensee and in such event hereby assigns to the MBC the whole of the Licensee's right title and interest in such Licensee's goods)

- 3.4 The MBC may deduct from the Security Bond or apply it towards payment of any outstanding invoices which remain unpaid by the Licensee.

4.0 MBC Phone and Facsimile Numbers

- 4.1 MBC phone and facsimile number(s) allocated under this Licence Agreement, remain the ownership of MBC. Phone number ownership of MBC numbers will not be transferred.
- 4.2 In-dial 1300/1800 numbers are optional and Licensee can use any provider. MBC can provide these numbers and charge at the rate of our suppliers cost plus a 20% surcharge.
- 4.3 Customer should obtain written consent from MBC prior to advertising using the allocated MBC number in directories (ie yellow/white pages) or other forms of electronic and print media.

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5.0 Safety and Security

- 5.1 Licensee's and their guests shall maintain safety and security and behaviour towards themselves, guests, visitors, other Licensees and the MBC premises, by;
- a) not entering or allowing their guests to enter the MBC premises if known to be under the influence of alcohol or illegal or non-prescribed drugs.
 - b) not bringing or allow their guests to bring any hazardous or dangerous items to the MBC including illegal or non-personal prescribed drugs or alcohol.
 - c) being responsible for any MBC keys or PIN codes provided. Licensees will not give out or assign them to any other person. Any costs incurred by the MBC due to loss of keys, or replacement of locks on premises or building will be charged to the Licensee.
 - d) reporting any safety and security hazards, breaches or incidents to reception and co-operate in any reporting or incident investigation if required.
- 5.2 Licensee's guests and visitors are required to follow any other safety and security directives issued by MBC.

6.0 MBC Premises

- 6.1 The Licensee acknowledges on signing this agreement that;
- a) there is no intention or desire of the MBC or the Licensee that a tenancy or any other form of exclusive possession of the premises be created by this Licence.
 - b) nothing in this Licence Agreement is intended or deemed to grant the Licensee any right of exclusive use or possession of the MBC Premises or create a relationship of landlord and tenant between the MBC and Licensee.
 - c) they will not attempt to sell, assign or sub-let any part of the MBC Premises to any other person.
 - d) the MBC premises is commercial offices and the Licensee will not permit or use the MBC premises for any residential purpose whether permanent or temporary.
 - e) Access to Casual Offices, Meeting Room and Business Lounge is subject to availability and booked on a first in-basis. Cancellation or "no show" to any Casual Offices, Meeting Room within 24 hours of booked date may be invoiced at full cost to Licensee.
- 6.2 Licensee's (and their guests/visitors) will;
- a) comply with all laws, permits, licensing laws and other rules and regulations relating to conduct of their business.
 - b) be responsible for all insurances associated for their business (ie: Public Liability, Workers Compensation, Office contents etc) and on demand produce to the MBC a certificate of currency in relation to each such policy.
 - c) show consideration to other occupants and in a manner not to interfere with or cause unnecessary noise or annoyance to any other person on the MBC premises.
 - d) take necessary care of the premises and the contents. Any breakages, damage or loss caused by carelessness, negligence or damage on the part of the Licensee or their guests or visitors will be charged to the Licensee.
 - e) upon vacating any casual office, meeting room or business lounge leave the premises in a clean and tidy state removing all their goods and clean up after themselves and their guests.
 - f) allow the MBC, its servants, agents or contractors to enter the office and meeting areas to inspect, clean, repair and otherwise maintain the premises (a key to any area locked by the Licensee shall be held also by the MBC for this purpose).

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6.3 Licensee's and their guests will NOT;

- a) use the MBC premises or adjoining areas to conduct any illegal activity.
- b) install fixtures in any area, or affix any placard, nameplate or other notice to any part of the premises, unless with the prior express consent in writing from the MBC.
- c) remove or permit to be removed any of the contents of the premises and will be responsible or held accountable for any items removed by their guests or visitors.
- d) make any alterations to electrical equipment or structural changes or additions without prior the written consent of MBC.

6.4 Any non-MBC provided equipment required by the Licensee must be prior approved by the MBC.

Installation, responsibility, insurance, maintenance and removal of the equipment on completion of the licence agreement is at the entire cost of the Licensee.

Any other goods bought on to MBC premises are at the complete risk and responsibility of the Licensee.

7.0 Indemnify

7.1 The Licensee, its employees, agents, contractors, guests and visitors to the fullest extent permitted by law will indemnify and keep indemnified the MBC, its directors, employees servants, agents or contractors against any;

- a) loss or damage to equipment or goods suffered by the Licensee in connection with this licence.
- b) person, firm and/or corporation whatsoever for any damage to the property or injury to the person caused in any way by the occupation of the MBC premises.
- c) for use of the contents and/or services therein and in respect of all costs, charges and damages in connection therewith arising under common law and/or any statute.
- d) power or equipment failure of MBC or any third party (ie: Telstra) and acknowledges that computers, internet servers, equipment, and telecommunications links are susceptible to down time. MBC shall use its best endeavour to maintain the functionality of its services at all times; however, expressly disclaims any representation or warranty that it shall maintain continuous and uninterrupted data or computer services.
- e) other person the Licensee allows or causes to be on the premises.

7.2 MBC endeavour to receive and pass on information verbally, telephone, email, SMS, mail, facsimile, to the intended recipient(s) as promptly and as accurately possible however, we give no specific representation to that effect.

7.3 MBC shall take no responsibility and shall not be liable for any cost or damage to the Licensees, callers, or the intended recipient(s) or any other person, company or organisation or third party arising directly or indirectly for errors or inaccuracies or misdirection of information, transaction or service or failure to pass on any particular information, transaction or service within a specified time period or at all.

7.4 Licensee's shall fully release and indemnify MBC against any actions, claims, demands, suits (and any appeal there from) indirectly or directly related to this Agreement or the subject matter hereof.

8.0 Financial

8.1 All cheques are to be made payable to "MBC Macarthur Business Centre".

8.2 All items charged are subject to Goods and Services Tax (GST) and will be charged on the final price on all invoices.

8.3 Licensee is responsible for payment of any other taxes, duties or any other Governmental charge levied in respect of this licence (if applicable by any State, Commonwealth Law, if applicable).

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- 8.4 It is the responsibility of the Licensee to pay invoices before the due date.
- 8.5 MBC may suspend services provided without any notice if for any reason the Licensee has failed to pay to the Licence fee and/or any other monies properly payable under this agreement until payment of all outstanding invoices plus Late Charges and Collection Fees are received.
- 8.6 Overdue or late paid invoices, dishonoured cheques or direct debit payments will incur Late Charges.

Late Charges are charged at a minimum rate of \$60.00 (plus GST) per invoice or 10.0% of the total invoice amount per week, or the part of week thereof, (whichever the greater) until payment is received in full.

Late charges will be charged in arrears and will appear on the next invoice and payable by the due date.
- 8.7 Invoices referred for debt collection will incur a \$400.00 (plus GST) "Collection Fee" plus any other expenses incurred recovering any outstanding amounts. (solicitors fee, court costs, document filing, service fees, interest and enforcement fees etc) in addition to the debt referred for collection.
- 8.8 Where the Licensee has a signed Direct Debit arrangement in place, MBC will pay the Administration Fee, Transaction Fees & SMS payment reminder fees (all free of charge to the Licensee).
- 8.9 Any invoice dispute or reason for non-payment must be received in writing or by email within 7 (seven) days of invoice date to prevent Direct Debit or Late Charges being charged.
- 8.10 If you are unable to pay before required due date then please contact us before the due date to make suitably agreed arrangement

9.0 General

- 9.1 The Licensee or any person on behalf of the Licensee acknowledges that;
 - a) by no way either implied or inferred they have been induced to enter into this licence by any collateral representation or warranty (written or oral) made by or on behalf of the MBC, its directors, employees, servants, agents or contractors.
 - b) the MBC has given no promise, representation or undertaking (either present or in future) as to the suitability of the MBC premises and services for any purpose related to the business activities of the Licensee.
 - c) the MBC retains the right to change the specific area licensed from time to time and will advise any changes to the Licence Agreement in writing or email to the address we have on file.
 - d) current prices for our services are available on our website www.macbusiness.com.au. Any changes to prices are given 30 days notice in writing to applicable Licensees.
 - e) MBC may store Licensee's personal details that are covered under the Privacy Act, or various guidelines. These details may be provided to a third party debt collection company in any event of a default situation.
 - f) MBC have the right to refuse or restrict entry to MBC premises persons deemed in its opinion to be undesirable or not suitably attired.
- 9.2 The validity, interpretation and performance of this Licence Agreement shall be governed by the Laws of, and applying in the State of New South Wales. The parties shall be subject to the jurisdiction of Courts of the State of New South Wales and the Courts of the Commonwealth of Australia.
- 9.3 Modifications or additions to this Licence Agreement shall be considered valid only when mutually agreed upon in writing.
- 9.4 All notices, under this agreement are acceptable if hand delivered, sent by facsimile or e-mail, or posted to the parties hereto at their respective addresses as set forth on the agreement, or at such other address as may be designated by the parties in writing.

All correspondence will be sent to the nominated address in your application, please notify us in writing of any changes. The Licensee shall be solely responsible for providing in writing or email any changes or revisions to any information.

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