

Coastal Workspace

Website Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to www.coastalworkspace.com.au (**Website**). The Website provides you with an opportunity to browse and purchase bookings for services offered by Coastal Workspace (**Bookings**), that have been listed as available through the Website (**Services**). The Website additionally offers you the opportunity to browse Coastal Workspace's services. The Website provides this service by way of granting you access to the content on the Website (**Purchase Services**).
- 1.2. The Website is operated by Scott Harris & Associates Pty Ltd t/a Coastal Workspace (abn: 79 623 920 883) of shop 2, 16/16 Wallis Street, Forster, NSW 2428 (**Coastal Workspace**). Access to and use of the Website, or any of its associated Services, is provided by Coastal Workspace. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- 1.3. Coastal Workspace reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Coastal Workspace updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website.

3. Registration to use the Purchase Services

- 3.1. In order to access the Purchase Services, you may be required to register as a user of the Website. As part of the registration process, or as part of your continued use of the Purchase Services, you may be required to provide personal information about yourself (such as identification or contact details), including (but not limited to):
 - (a) E-mail Address
 - (b) Password
 - (c) ABN/ACN

- (d) Address
- 3.2. You warrant that any information you give to Coastal Workspace in the course of completing the registration process will always be accurate, correct and up to date.
- 3.3. Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
- 3.4. You may not use the Purchase Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with Coastal Workspace; or
 - (b) you are a person barred from receiving the Purchase Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Purchase Services.

4. Your obligations as a Member

- 4.1. As a Member, you agree to comply with the following.
- 4.2. You will use the Purchase Services only for purposes that are permitted by:
 - (a) the Terms;
 - (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (c) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Purchase Services;
 - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Coastal Workspace of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (e) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Coastal Workspace providing the Purchase Services;
 - (f) you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by Coastal Workspace for any illegal or unauthorised use of the Website; and
 - (h) you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.
- 4.3. In the interests of creating a positive space for all members, You acknowledge and agree to use earphones or head pieces when conducting virtual meetings.
 - 4.4. You agree to leave each space You use clean and tidy and in the condition You found it.
 - 4.5. You agree to be respectful of the space and other occupants and to be prompt with all booking end times so that other members are able to utilise the space that they book. If you fail to comply with booking end times you may be charged additional fees calculated at the advertised booking rate, at the discretion of Coastal Workspace.

5. Bookings of Services

- 5.1. Coastal Workspace requires all bookings and purchases for the Services to be made via the Booking system made available from time to time on the Website (**Booking System**).
- 5.2. If you choose to create an account with the Booking System, you acknowledge and agree to be bound by the Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Booking System.
- 5.3. If you choose to proceed with the Services, you will be bound by the terms and conditions provided to you at the point of purchase.
- 5.4. In using the Purchase Services to purchase the Services through the Website, you will agree to the payment of the purchase price listed on the Website for the Services (**Purchase Price**).
- 5.5. Payment of the Purchase Price may be made through the available payment methods (**Payment Gateway Providers**).
- 5.6. Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST inclusive, being goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*, inclusive amounts. Where the services are provided outside Australia, GST is inapplicable.

- 5.7. In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable terms and conditions of use, privacy policy and other relevant legal documentation provided by the Payment Gateway Providers.
- 5.8. Following payment of the Purchase Price being confirmed by Coastal Workspace, you will be issued with a receipt to confirm that the payment has been received and Coastal Workspace may record your purchase details for future.
- 5.9. In the event that any payment under this Agreement is not made in full on the due date, Coastal Workspace is entitled to charge You interest at the rate of 5% per annum, calculated daily.
- 5.10. You agree that if You default on any payments due and payable under this Agreement, any costs incurred by Coastal Workspace for steps taken to enforce payment terms will be recoverable and payable by You.

6. Cancellation and Refunds

6.1. Cancellation – Casual and Fixed Term Bookings

- (a) You must notify Coastal Workspace of an intention to cancel the Services as soon as practicable through e-mail to hello@coastalworkspace.com.au and abide by the following (**Cancellation Policy**).
- (b) Any casual Booking that is cancelled or reduced in writing up to 48 hours before the start time will not be charged for the cancellation or reduction.
- (c) Any casual Booking that is cancelled or reduced in writing less than 48 hours before the start time is liable for 100% of the cost of the Booking and will not be refunded.
- (d) For fixed term Bookings, these fixed Bookings are available for a 3, 6 or 12 month period as outlined on the Website. To Cancel a fixed term Booking a minimum of 30 days written notice is required, by email.
- (e) Coastal Workspace may change the Cancellation Policy at any time without notice and Bookings made in advance of the change will not be affected.
- (f) Coastal Workspace reserves the right to terminate your involvement in the Services for breach of these Terms and/or any breach of the standard code of conduct, by providing You with 24 hours notice by e-mail.
- (g) If Coastal Workspace terminates the Services, you agree to pay Coastal Workspace for the portion of the Services completed up to the date and time of termination.

6.2. Refunds

The Services are non-refundable. If a Booking is cancelled, the Cancellation Policy outlined above will apply.

7. Warranty

7.1. Coastal Workspace will use its best efforts and take all reasonable steps to ensure all Bookings are honoured. However, Coastal Workspace makes no warranty that the Purchase Services will meet your requirements or that all clients will achieve the same results.

7.2. The Purchase Services comes with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Purchase Services, you are entitled to cancel your contract with Coastal Workspace, and are entitled to a refund for the unused portion. A major failure with the service is defined by the Australian Consumer Law and includes but is not limited to severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

8. Disclaimer

You are solely responsible for creating and implementing Your own business, career, mental and emotional well-being. As such, You agree that Coastal Workspace is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any Purchase Services provided by Coastal Workspace.

9. General Disclaimer

9.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

9.2. Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- (b) Coastal Workspace will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the

Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- 9.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Coastal Workspace make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Coastal Workspace) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Services or any of the products of Coastal Workspace; and
 - (d) the Services or operation in respect to links which are provided for your convenience.

10. Information Disclaimer

- 10.1. Any information, advice, content or documentation provided on the Website, through the Services, Member Portal, social media accounts, or on any other related platform do not constitute professional, financial, business or other advice, and are provided for general information and guidance purposes only.
- 10.2. All care is taken in the preparation of the information and published materials on the Website, through the Services, Member Portal social media accounts, podcast, or on any other related platform. Coastal Workspace does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 10.3. To the extent permissible by law, Coastal Workspace will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs which might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation on the Website,

through the Services, Member Portal, social media accounts or on any other related platform.

11. Copyright and Intellectual Property

- 11.1. The Website, the Services and all of the related products of Coastal Workspace are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Coastal Workspace or its contributors.
- 11.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Coastal Workspace, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.
- 11.3. Coastal Workspace does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Coastal Workspace.
- 11.4. Coastal Workspace retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- 11.5. You may not, without the prior written permission of Coastal Workspace and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition

does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

12. Privacy

Coastal Workspace takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Coastal Workspace' Privacy Policy, which is available on the Website.

13. Limitation of liability

- 13.1. Coastal Workspace' total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you
- 13.2. You expressly understand and agree that Coastal Workspace, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

14. User Generated Content

- 14.1. If you choose to contribute any content to the Website or any other platform operated by Coastal Workspace, you are solely responsible for it. This includes comments, reviews, tweets, posts, photos, pictures, images, videos, materials or other user-generated content or information (**Your Content**).
- 14.2. By contributing content to the Website, you grant Coastal Workspace a royalty-free, non-exclusive license to use Your Content in any way that it chooses. This may include the use of your photos or video on other parts of the Website, advertising, promotions or social media accounts held by Coastal Workspace.
- 14.3. Additionally, if you post your Content with any personal information including identifying information such as location or name, you agree Coastal Workspace can use that information with your Your Content for advertising and promotional purposes, or any other business purpose.
- 14.4. You confirm you own or have the right to use any copyright material included in Your Content (including replies to Coastal Workspace social media posts, reviews, music, photos, quotes and excerpts of audio or video), that you have permission of anyone appearing or performing in Your Content and that you are not infringing any third-party

rights by submitting the content to Coastal Workspace. You also confirm you have, where appropriate, sought the consent of the parent or guardian of any person under the age of 18 who is featured in Your Content.

- 14.5. Please ensure you keep your own copies of Your Content as Coastal Workspace may not archive, store or back-up Your Content nor continue to make Your Content accessible online.
- 14.6. Coastal Workspace will endeavour to provide you with an appropriate credit when using Your Content on Coastal Workspace platforms, though you understand and agree this may not always be possible.
- 14.7. Coastal Workspace reserves the right to remove Your Content at any time. Your Content must not be malicious, libelous, false, inaccurate, threatening, abusive, obscene, defamatory or racially, sexually, religiously or otherwise objectionable and offensive.

15. Mailing List Registration

- 15.1. You may be given the option to register for the Coastal Workspace Mailing List (**Mailing List**).
- 15.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (a) Email address
 - (b) Name
- 15.3. If you choose to register for the Mailing List you agree to receive promotional material, updates and other content from Coastal Workspace.

16. Indemnity

- 16.1. You agree to indemnify Coastal Workspace, its affiliates, employees, agents, contributors, third party content providers and licensors from and against.
 - (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (c) any breach of the Terms.

17. Venue and Jurisdiction

The Services offered by Coastal Workspace is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

18. Governing Law

This Agreement is governed by the laws of New South Wales, Australia. In the event of any dispute arising out of or in relation to the Purchase Services or the Bookings, the parties agree that the exclusive venue for resolving any dispute will be in the courts of New South Wales.

19. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

20. Severance

If any part of these Terms is found to be void or unenforceable by a court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.