

THE RUMBL – TERMS AND CONDITIONS



1. Definitions

1.1 Dictionary

In this Agreement, unless the context requires otherwise, the following words and phrases have the following meanings:

ACL	means the Australian Consumer Law schedule of the <i>Competition and Consumer Act 2010</i> (Cth) and its associated regulations as amended.
Agreement	means the licence agreement signed by both the Member and The RumbL which incorporates the Terms.
Business Day	means a day (not being a Saturday, Sunday or public holiday) on which Australian banks (as defined in section 9 of the Corporations Act) are open for general banking business in the capital city of the State.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Desk	means the desk allocated to the Member by The RumbL pursuant to the Agreement.
End Date	means the end date set out in the Agreement.
Factory	means the co-working space located on the ground floor of 81 Watt Road, Mornington VIC 3931.
Fees	means the fees payable by the Member to The RumbL as specified in this Agreement.
Further Fees	means the fees payable by the Member to The RumbL for the Services which incur fees on a pay-as-you-use basis.
GST	means the Goods and Services Tax as defined in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and its associated regulations as amended;
Initial Term	is the period commencing on the Start Date and ending on the End Date.
Insolvent	means, in relation to a party, where that party: (a) is: (i) insolvent as that term is defined in section 9 of the Corporations Act;

	<ul style="list-style-type: none"> (ii) the subject of an event described in sections 459C(2) (a) to (f) or section 585 of the Corporations Act (or the person makes a statement from which another party to this deed may reasonably deduce the person is so subject); (iii) an insolvent under administration or suffers the appointment of a controller, administrator, liquidator or provisional liquidator as those terms are defined in section 9 of the Corporations Act; or (iv) dissolved (other than to carry out an amalgamation or reconstruction while solvent);
	(b) is otherwise unable to pay its debts as and when they become due and payable;
	(c) being a natural person, commits or suffers an act of bankruptcy; or
	(d) takes or suffers a similar consequence in debt to those in paragraphs (a) to (c) under the law of any jurisdiction.
Member	means a person or company granted Membership.
Ongoing Payment	means the ongoing fee payable by the Member to The Rumbl for the Ongoing Services (the Ongoing Payment excludes any Further Fees). The Ongoing Payment may be set out in the Agreement, but is subject to any increases for extra Ongoing Services provided or otherwise in accordance with this Agreement.
Ongoing Services	means all Services except those which incur Further Fees.
Package	means the package type selected by the Member in the Agreement.
Resolution Institute	means the Resolution Institute ACN 008 651 232 currently located at Level 1 and 2, 13-15 Bridge Street, Sydney NSW 2000, or its successor entity
Security Deposit	means the security deposit amount set out in the Agreement.
Services	means the services attached to these Terms as Annexure A, as applicable to the Member.
Start Date	means the start date set out in the Agreement.
Studio	means the studio allocated to the Member by The Rumbl pursuant to the Agreement.
Terms	means these terms and conditions as may be replaced by The Rumbl from time to time by updating the terms and conditions on The Rumbl's website.
The Rumbl	means The Rumbl Pty Ltd ACN 639 119 136.

1.2 Rules for interpretation

In this Agreement unless the context otherwise requires:

- (a) (plural) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) (grammatical form) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) (cross references) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) (amendment to documents) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) (currency) a reference to dollar or \$ is to Australian currency;
- (f) (time) a reference to time is to eastern standard, Australia time;
- (g) (successors) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) (individuals and entities) a reference to a person includes a natural person, partnership, body corporate, trust, association, government authority or local authority or agency or other entity;
- (i) (amendments to law) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (j) (no limitation by examples) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) (no contra proferentem) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and
- (l) (time for performance) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2. Membership

- (a) The Rumbl will provide the Services from the Start Date until this Agreement ends for whatever reason and the Members will pay the Fees, subject to the terms of this Agreement.
- (b) Where any Ongoing Services are provided under this Agreement, whether or not they began on the Start Date, they can only be ended in accordance with the terms of this Agreement.
- (c) Despite anything else in this Agreement, The Rumbl may, if a Service becomes unavailable for any reason, offer to substitute the affected Service for a reasonably equivalent service or services of the same or similar value (according to The Rumbl's then current fees).

3. Payment

3.1 Fees payable

- (a) Upon signing this Agreement, the Member must pay to The Rumbl the initial payment as set out in the Agreement.

- (b) The Ongoing Payment is payable in accordance with The Rumbi's instructions. Where The Rumbi does not specify, the Ongoing Payment is payable monthly in advance by direct debit on the due date of the invoice.
- (c) The Further Fees are payable in accordance with The Rumbi's instructions. Where The Rumbi does not specify, the Further Fees are payable monthly in arrears, on the first day of every month.

3.2 Invoices

- (a) Invoices provided by The Rumbi are payable in accordance with the invoice terms. Where an invoice does not specify, invoices are payable seven days after the date of the invoice. In the event the invoice falls due on a weekend or public holiday, then the direct debit will be processed on the Business Day that falls before such weekend or public holiday.
- (b) To the extent that a party makes a taxable supply in connection with the Agreement to the other party then, except where express provision is made to the contrary, the amount payable by the recipient of that supply is a GST exclusive amount and the recipient of that taxable supply will pay to the supplier of it the GST payable in respect of that supply in addition to the other consideration payable.

3.3 Security deposit

- (a) This clause 3.3 only applies to Members who selected the 'Studio' Package as part of their Agreement.
- (b) The Rumbi may apply the Security Deposit against any amounts payable or outstanding by the Member under this Agreement, including any amounts payable as a result of any indemnity provided by the Member. This right of The Rumbi's does not affect in any way the Member's obligations to make any payments to The Rumbi under this Agreement.
- (c) Any portion of the Security Deposit not applied will be refunded by The Rumbi to the Member within 60 Business Days of all matters related to this Agreement (including any disputes) being finalised.
- (d) If any or all of the Security Deposit is applied by The Rumbi, that amount is immediately due as a debt owed by the Member to The Rumbi.

3.4 Set-off

Where the Member has incurred any liability to The Rumbi, whether arising from this Agreement or otherwise, The Rumbi may (without notice to the Member) set-off the amount of such liability against any liabilities of The Rumbi to the Member, whether such liability is liquidated or unliquidated, present or future, accrued or contingent.

3.5 Timing of payments

- (a) The time for payment is of the essence.
- (b) If the Fees remain outstanding following reasonable written notice from The Rumbi to the Member demanding payment, then The Rumbi may, in its complete discretion, do any of the following:
 - (i) suspend the Services;
 - (ii) terminate any or all of the Services;
 - (iii) require the Member to not access, or prevent the Member from accessing, the Factory;

- (iv) charge the Member interest on the overdue amounts at a rate of 2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983* (Vic), accrued daily for each day the payment is overdue; and/or
- (v) charge any additional fees reasonably incurred by The Rumbl as a result of the late payment.

3.6 Re-activation fee

In the event that the Services are suspended pursuant to clause 3.5(b) and The Rumbl agrees to re-activate the suspended Services following payment by the Member of all outstanding Fees, The Rumbl will be entitled to charge a \$150 re-activation fee in order to reactivate the Services.

4. Overholding

4.1 Casual Desk

- (a) This clause 4.1 only applies to Members who selected the 'Casual Desk' Package as part of their Agreement.
- (b) Where there is an Initial Term, this Agreement will automatically extend beyond the Initial Term (**Casual Desk Overholding Period**), unless either party gives at least one day's written notice to the other that it ends at the end of the Initial Term.
- (c) During the Casual Desk Overholding Period, the Agreement automatically extends day by day, with either party being entitled to end the Agreement on at least one day's written notice to the other party to terminate on the following Business Day.

4.2 Permanent Desk

- (a) This clause 4.2 only applies to Members who selected the 'Permanent Desk' Package as part of their Agreement.
- (b) Where there is an Initial Term, this Agreement will automatically extend beyond the Initial Term (**Permanent Desk Overholding Period**), unless either party gives at least one week's written notice to the other that it ends at the end of the Initial Term.
- (c) During the Permanent Desk Overholding Period, the Agreement automatically extends week by week, with either party being entitled to end the Agreement on at least one week's written notice to the other party to terminate no less than 5 Business Days after serving such notice.

4.3 Studio

- (a) This clause 4.3 only applies to Members who selected the 'Studio' Package as part of their Agreement.
- (b) Where there is an Initial Term, this Agreement will automatically extend beyond the Initial Term (**Studio Overholding Period**), unless either party gives at least four weeks' written notice to the other that it ends at the end of the Initial Term.
- (c) During the Overholding Period, the Agreement automatically extends month by month, with either party being entitled to end the Agreement on at least four weeks' written notice to the other party to terminate on the final calendar day of the month.

5. Member obligations

- (a) The Member acknowledges that:
 - (i) some Services are available for use by other members (unless otherwise instructed by The Rumbl), and not exclusive to the Member;
 - (ii) they are responsible for their personal property, and The Rumbl will not be responsible for any lost or stolen items;
 - (iii) they must act in a respectful manner in the Factory, and must not perform any activity or cause or permit anything that is reasonably likely to be disruptive or dangerous to staff of The Rumbl, any other members, or any property;
 - (iv) in respect of key fobs:
 - (A) any issued key fobs are for the personal use of the Member it is issued to;
 - (B) a key fob may not be copied or shared with another person or party unless expressly permitted by The Rumbl;
 - (C) they must avoid allowing others to access restricted areas without swiping their own key fob;
 - (D) if any key fob lost or damage, the Member must notify The Rumbl as soon as possible; and
 - (E) they may be charged a fee for a replacement key fob;
 - (v) use of the Factory to conduct or pursue any illegal or offensive activities is strictly prohibited, and weapons of any kind, and any other offensive, dangerous, hazardous, inflammable or explosive materials are strictly prohibited in the Factory;
 - (vi) the Rumbl may, at its discretion, record video footage within the Factory, but not within the bathroom areas;
 - (vii) for any items provided to the Member by The Rumbl for temporary use that are subsequently lost, stolen or destroyed, the Member is required to pay any requisite replacement fees for such items; and
 - (viii) some space in the Factory are pet friendly, with each Member accepting that:
 - (A) The Rumbl may require a Member bringing pets to the Factory to produce proof of vaccination for the pet;
 - (B) each Member is responsible for any injury or damage caused by any pet they bring in to:
 - (I) any other Member, guest, occupant or employee of The Rumbl; or
 - (II) the property of any Member, guest, occupant or employee of The Rumbl.
 - (C) The Rumbl is not liable for any injury to any pets within the Factory.
- (b) The Member must ensure that it, and any guests of the Member, at all times:
 - (i) despite any other clause of this Agreement, comply with all instructions given by The Rumbl;
 - (ii) do not bring into the Factory any dangerous, corrosive, combustible, explosive, radioactive or offensive material;
 - (iii) report any:

- (A) damage to the Factory or any item within it;
 - (B) problem with any Factory service; or
 - (C) problem with a Service,
- within one Business Day of becoming aware of it;
- (iv) while in the Factory:
 - (A) do not smoke or use any type of e-cigarette or electronic smoking device;
 - (B) behave in a way that is respectful to other members;
 - (C) tidy up after themselves and do not leave any items or markings, unless specifically allowed under this Agreement;
 - (D) comply with all applicable laws, regulations, codes of practices or policies, whether they are from Government, The Rumbl, building management or any other entity;
 - (E) do not display, attach, distribute, broadcast or make obvious in any way, any advertising or branding which could be associated with the Factory or any part of the Factory;
 - (F) do not damage, change or change the functionality of any aspect of the Factory, its services or the items within it; and
 - (G) do not undertake any behaviour or take any action or fail to take any action which would result in an adverse impact on:
 - (I) other members;
 - (II) provision of the Services;
 - (III) The Rumbl's ability to supply services to members;
 - (IV) other member's use of the Factory;
 - (V) other people's use of the Factory;
 - (VI) the Factory;
 - (VII) any items in the Factory;
 - (VIII) any services in the Factory; or
 - (IX) any person;
 - (v) only consume alcohol if they are of legal drinking age, and all consumption must be undertaken responsibly; and
 - (vi) in respect of such persons' computers, tablets, mobile devices and other electronic equipment, be:
 - (A) kept up to date with the latest software updates provided by the software vendor; and
 - (B) kept clean of any malware, viruses, spyware, worms, trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations.
- (c) The Member must not sell, mortgage, sublet, assign or grant any sort of interest in its rights and obligations under this Agreement.

- (d) The Member must notify The Rumbl in writing within one Business Day if it suffers an Insolvency Event.

6. Termination

6.1 The Rumbl's rights

- (a) The Rumbl may terminate this Agreement at any time on:
 - (i) in the case of a 'Casual Desk' Package, one days' written notice;
 - (ii) in the case of a 'Permanent Desk' Package, one weeks' written notice; and
 - (iii) in the case of a 'Studio' Package, one months' written notice.
- (b) The Rumbl may terminate this Agreement on immediate written notice where:
 - (i) the Member suffers, or The Rumbl has reasonable evidence that the Member has suffered or will suffer, an Insolvency Event;
 - (ii) The Rumbl has reasonable evidence that the Member has acted illegally;
 - (iii) The Rumbl has reasonable evidence that the Member has caused, or is intending to cause, a person or The Rumbl serious harm;
 - (iv) the Member has breached this Agreement and the breach is not capable of remedy; or
 - (v) the Member has breached this Agreement and The Rumbl has given the Member written notice of such breach and allowed the Member a reasonable time to remedy the breach (which need not be more than 14 days) and the breach has not been remedied within the time allowed by The Rumbl.

6.2 Member's rights

The Member may terminate this Agreement on immediate written notice in the event that The Rumbl:

- (a) suffers, or the Member has reasonable evidence that The Rumbl has suffered, an Insolvency Event; or
- (b) breaches the Agreement and the Member has given The Rumbl written notice of such breach and allowed The Rumbl a reasonable time to remedy the breach (which must be at least 45 days) and the breach has not been remedied within that time.

7. End of term

- (a) Upon the Agreement ending, for whatever reason, the Member must:
 - (i) remove all items belonging to the Member, or left by the Member, from the Factory within three Business Days;
 - (ii) return to The Rumbl all access key fobs, cards and codes to the Factory and pay the cost to replace any key fobs or cards that are not returned; and
 - (iii) if the Member selected the 'Studio' Package as part of their Agreement, reinstate the Studio to its condition as at the commencement of the Agreement, subject to fair wear and tear.

- (b) Once this Agreement has ended, The Rumbl has the right to refuse the Member entry to the Factory, except for the purpose off the Member removing its items or for reinstatement purposes.
- (c) Despite any other clause of this Agreement, clauses 1, 3.3, 3.4, 7, 9, 10, 11, 13 and 14 termination of ending of this Agreement for whatever reason.

8. Property Disposal

- (a) If, after three Business Days from the Agreement ending (for whatever reason) the Member leaves any property behind, The Rumbl may store the property and notify the Member allowing them a further four Business Days to collect its property (**Collection Period**).
- (b) If the Member does not collect its property within the Collection Period, The Rumbl reserves the right to dispose of the property without further notice.
- (c) The Rumbl will not be liable for any losses incurred in relation to the disposal. Within the Collection Period, the Member may reclaim the goods after they have paid the cost to cover any reasonable expenses incurred by The Rumbl in storing the goods.
- (d) The Rumbl reserves the right, without any notice, to dispose of perishable foods, dangerous goods and goods of no monetary value.

9. Insurance

The Member is required to hold public liability insurance for the term of the Agreement, including any Overholding Period, for at least \$2,000,000 per event, for an unlimited number of events.

10. Liability

10.1 Member's liability

The Member is liable for the actions of all people who have accessed the Factory due to a connection they have with the Member, as though those actions were the actions of the Member.

10.2 No claims

The Member will not make any claim in tort, Agreement or otherwise against The Rumbl's landlord or any other party related to the Factory except to the extent that The Rumbl's landlord or a third party related to the Factory directly causes or contributes to the damage or liability the subject of the Member's claim.

10.3 No liability of The Rumbl

- (a) The Rumbl is not liable for any loss or damage to the property of the Member or a person associated with the Member except to the extent that such loss or damage is directly caused or contributed to by The Rumbl.
- (b) Except where specifically stated, or as contained in any express warranty provided in relation to the Services, this Agreement does not include by implication any other term, condition or warranty in respect of the quality, reliability, merchant ability, acceptability, fitness for purpose, condition, description, assembly, compatibility with any particular hardware or software, manufacture, design or performance of the Services or any Agreemental remedy for their failure.

10.4 Operation of the ACL

- (a) If the Member is a Consumer under the ACL, nothing in this Agreement restricts, limits or modifies the Member's rights or remedies against The Rumbl for failure of a statutory guarantee under the ACL.
- (b) The Rumbl is not liable for any indirect or consequential losses or expenses suffered by the Member or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.

10.5 Operation of laws

Nothing in the Agreement is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the hire of supply of services which cannot be so excluded, restricted or modified.

10.6 Limitation of liability

The Rumbl's aggregate liability to the Member is limited in all circumstances to the total amount the Member has paid to The Rumbl under this Agreement in the preceding 12 months.

11. Member's indemnity

- (a) The Member indemnifies The Rumbl for all losses suffered by The Rumbl as a result of the Member's failure to comply fully with the terms of this Agreement (**Failure**).
- (b) The Member also indemnifies The Rumbl for all losses suffered by The Rumbl as a result of all actions or in actions of the Member and people who have accessed the Factory due to a connection they have with the Member.
- (c) For the purposes of this clause 11, losses suffered by The Rumbl includes:
 - (i) all payments which The Rumbl is required to pay and all payments which The Rumbl chooses to pay to remedy or partially remedy the loss;
 - (ii) all payments which The Rumbl chooses to pay to rectify the Member's Failure;
 - (iii) the cost of all claims made against The Rumbl as a result of the Member's Failure; and
 - (iv) the cost of any legal action The Rumbl is required to take to either to defend itself or to enforce its rights as a result of the Member's Failure.

12. Force Majeure

- (a) For the purposes of this clause, a force majeure event means a circumstance beyond the reasonable control of the parties and which results in a party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include but shall not be limited to (**Force Majeure Event**):
 - (i) acts of God, lightning strikes, earthquakes, pandemics, floods, droughts, storms, tsunamis, tempests, mud slides, washaways, explosions, fires and any natural disaster; and

- (ii) acts of war, terrorism, civil uprising, malicious damage, sabotage, revolution and any law, orders, regulations, direction or request of any government, including state and local governments, having jurisdiction over either of the parties.
- (b) Where a Force Majeure Event hinders or prevents The Rumbl's ability to provide the Services, any one or more of the Services or any part of a Service, The Rumbl may, at its election:
 - (i) take no action, in which case The Rumbl will, subject to clause 10, have no liability to the Member;
 - (ii) suspend provision of the affected Services and:
 - (A) not require payment by the Member of the then current value of the Services (as determined by The Rumbl) for the period the Services are suspended; or
 - (B) provide services which are equivalent to the affected Services; or
 - (iii) terminate this Agreement on immediate written notice.
- (c) The Rumbl may use either any of its options under subclauses 12(b)(i) and 12(b)(ii) interchangeably for any one Force Majeure Event such that any option may be used at any time and The Rumbl may swap from one to another at will.
- (d) The Rumbl may use its option under subclause 12(b)(iii) at any time for any given Force Majeure Event, even if The Rumbl has used one of its options under subclauses 12(b)(i) and/or 12(b)(ii) for the same Force Majeure Event.
- (e) Notwithstanding any other provision of this Agreement, if by reason of a Force Majeure Event, The Rumbl is prevented in the performance of any obligation under this Agreement, The Rumbl will not be liable under this Agreement to the Member for not performing, or for any delay in performing, such obligation to the extent to which The Rumbl is so prevented.

13. Dispute resolution

13.1 Dispute

- (a) Subject to clause 13.7, if a dispute arises between any of the parties (**Disputing Parties**) in connection with the Agreement (**Dispute**), the relevant dispute resolution procedures in this clause 13 must be complied with prior to the initiation of any action or proceeding.
- (b) A party who is a respondent to a court proceeding in connection with a Dispute may plead this deed as a bar to the court proceedings.

13.2 Dispute Notice

- (a) A party wishing to resolve a Dispute must give notice in writing to the other Disputing Parties specifying reasonable details of the Dispute and requiring resolution of the Dispute by the parties under this clause 13 (**Dispute Notice**).
- (b) The Dispute Notice must state that a Dispute has arisen and identify the matters in dispute.

13.3 Good Faith Discussions

- (a) Within five Business Days after the date on which a Dispute Notice is received by a party, each Disputing Party must promptly meet and engage in good faith discussions with the objective of resolving the Dispute by agreement.

- (b) If, and only after a period of ten Business Days after the date on which a Dispute Notice is received, the Disputing Parties have not been able to resolve the Dispute, any Disputing Party may refer the Dispute to mediation.

13.4 Mediation

A mediator will be appointed:

- (a) by agreement between the Disputing Parties within five Business Days of the matter being referred to mediation in accordance with clause 13.3(b); or
- (b) if a mediator has not been agreed on by the Disputing Parties within five Business Days of the matter being referred to mediation in accordance with clause 13.3(b), then the party who served the Dispute Notice may within a further five Business Days apply to the Resolution Institute to have a mediator appointed.

13.5 Mediation Procedures

The following procedures will apply in respect of the mediation:

- (a) the mediator must act impartially and assist the parties to reach a resolution of the Dispute by agreement;
- (b) the mediator is entitled to terminate the mediation if it forms the view that the mediation process has been exhausted;
- (c) any party to the mediation may appoint a person, including a legally qualified person, to represent it or assist it in the mediation; and
- (d) each of the parties must bear the mediator's fees and any other costs of the mediation equally, but pay their own costs in relation to submissions or representations made to the mediator (including, without limitation, legal costs).

13.6 End of Mediation

The dispute resolution procedures set out in clause 13 will be deemed to be complied with if:

- (a) the mediation is concluded, but the Dispute is not resolved; or
- (b) the Dispute is not resolved within three months of the date on which a Dispute Notice is received.

13.7 Exception

This clause 13 does not prejudice the rights of a party at any time to seek injunctive, declaratory or other interlocutory relief (including for specific performance) against the other parties in order to protect or preserve its rights under this deed.

13.8 Survival

The terms of this clause 13 survive termination of this agreement.

14. Miscellaneous

14.1 Governing law

The laws of the state of Victoria govern this Agreement. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts in the state of Victoria.

14.2 Giving effect to this agreement

The parties must do everything (including execute any document), and must ensure that its employees and agents do anything (including execute any document) that may be reasonably required to give full effect to this agreement.

14.3 No waiver

In no event shall any delay, neglect or forbearance on the part of The Rumbl in enforcing (in whole or part) any provision of this Agreement be, or be deemed, a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of The Rumbl under this Agreement.

14.4 Operation of this agreement

- (a) Subject to clause 14.4(b), this Agreement is the complete agreement between the parties on all subject matter related to it and supersedes any prior agreements. Neither party relies on any representation made by the other in entering into this Agreement.
- (b) If there is a condition report prepared by The Rumbl setting out the condition of any aspect of the Factory, that report is acknowledged by the parties to be an accurate record. Any deed of guarantee and indemnity or similar document between the parties or related entities of the parties is binding in accordance with its terms.
- (c) If any provision (or part of a provision) of this Agreement is found by a court to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

14.5 Amendment

- (a) The Rumbl may amend this Agreement by written notice to the Member. This Agreement may also be amended by written agreement between the parties.
- (b) Where the Terms conflict with the Agreement, the terms of the Agreement shall prevail to the extent of the inconsistency.

14.6 Notices

A notice must be in writing and handed personally or sent by email to the last known address of the addressee. Notices sent by email are deemed received on confirmation of successful transmission.

14.7 Assignment

The Rumbl may assign any or all of its rights and obligations under this Agreement to any other party at any time without the need to notify the Member.

14.8 Confidentiality

The terms of this Agreement are confidential and neither party may disclose them unless it is necessary for the carrying on of business or for the provision of professional advice.



THE RUMBL – LICENCE AGREEMENT SERVICES

Annexure A – Services

1. All Packages

1.1 Applicability

The section is applicable to all Members.

1.2 Kitchen and Bathroom

All Members are permitted to access and utilise the kitchen, shower and toilet facilities.

1.3 Booth and Phone Room

- (a) All Members are permitted to access and utilise the booth for a maximum of one hour at a time.
- (b) All Members are permitted to access and utilise the phone room for a maximum of one hour at a time.
- (c) While there is no booking requirement for either the booth or the phone room, each Member acknowledges that all other members at the Factory are entitled to the use of the booth and phone room, and the Member's use of these facilities be must reasonable and have regard to the other members.

1.4 Meeting Room

- (a) All members are entitled to use the meeting room, subject to booking availability and payment of any requisite fees.
- (b) The use of the meeting room is restricted to 9:00am – 5:00pm on Business Days

1.5 Podcast Room

- (a) All members are entitled to use the podcast room, subject to booking availability and payment of any requisite fees.
- (b) The use of the podcast room is restricted to 9:00am – 5:00pm on Business Days.

1.6 Board Room

- (a) All members are entitled to use the board room, subject to booking availability and payment of any requisite fees.
- (b) The use of the board room is restricted to 9:00am – 5:00pm on Business Days.

2. Casual Desk Package

2.1 Applicability

In addition to section 1, this section is applicable to all Members who selected the 'Casual Desk' Package as part of their Agreement.

2.2 Licence

- (a) The Rumbl grants the Member a non-transferrable, non-exclusive licence to occupy the Desk for the length of time specified in the Agreement.
- (b) Access to the Factory will be granted while the space is unlocked to the general public, which is typically 9:00am – 5:00pm on Business Days.

2.3 Casual Desk Amenities

- (a) Subject to clause 2.3(b), the Rumbl will provide:
 - (i) wireless, high-speed internet in accordance with The Rumbl's internet access terms of service found at <https://www.therumbl.com/>;
 - (ii) colour printing and copying facilities (charged at rates to be determined by The Rumbl from time to time);
 - (iii) complimentary tea and coffee; and
 - (iv) basic snacks and fruit in the kitchen (at the Rumbl's discretion).
- (b) If any of the amenities stated in clause 2.3(a) are temporarily unavailable, The Rumbl will use all reasonable endeavours to restore these as soon as possible.
- (c) The Member agrees and acknowledges that it will not be entitled to any refund of its Ongoing Payment or any Fees in the absence of availability of any amenities listed in clause 2.3(a).

3. Permanent Desk Package

3.1 Applicability

In addition to section 1, this section is applicable to all Members who selected the 'Permanent Desk' Package as part of their Agreement.

3.2 Licence

- (a) The Rumbl grants the Member a non-transferrable, non-exclusive licence to occupy the Desk for the length of time specified in the Agreement.
- (b) The Member will be provided a key fob to enter the Factory on a 24/7 basis during the term of the Agreement.

3.3 Permanent Desk Amenities

- (a) Subject to clause 3.3(b), The Rumbl will provide:

- (i) wireless, high-speed internet;
 - (ii) colour printing and copying facilities (charged at rates to be determined by The Rumbl from time to time);
 - (iii) complimentary tea and coffee;
 - (iv) access to a locker for storage purposes; and
 - (v) basic snacks and fruit in the kitchen (at the Rumbl's discretion).
- (b) If any of the amenities stated in clause 3.3(a)2.3(a) are temporarily unavailable, The Rumbl will use all reasonable endeavours to restore these as soon as possible.
 - (c) The Member agrees and acknowledges that it will not be entitled to any refund of its Ongoing Payment or any Fees in the absence of availability of any amenities listed in clause 3.3(a).

3.4 Meeting Room

The Member is granted complimentary use of the meeting room, subject to the usual terms and booking availability.

3.5 Board Room Credits

- (a) The Member is granted one hours' complimentary credit for the use of the board room per month.
- (b) If the Agreement is for multiple months, then on the monthly anniversary of the commencing date of the Agreement, the Member is granted an additional one hours' complimentary credit for the use of the board room.
- (c) The Member acknowledges that unused credits will not roll over into the next month of their Agreement.

3.6 Virtus Membership

- (a) The Member is granted one complimentary membership to Virtus Performance at 2 Torca Crescent, Mornington VIC 3931 (**Virtus Membership**).
- (b) The type of Virtus Membership and inclusions of same are at the discretion of The Rumbl, and may change from time to time by notice to the Member.
- (c) A Member's Virtus Membership may be transferred to a spouse/partner of the Member by written request to The Rumbl. For the avoidance of doubt, a Member may not transfer its Virtus Membership to any other family member or friend.
- (d) The Member acknowledges that The Rumbl is not providing the Virtus Membership and is not liable for in any way whatsoever for the Member's experience with its use of the Virtus Membership.

3.7 Hire Discounts

- (a) The Member is granted the following discounts on room hire within the Factory:
 - (i) 5% discount on hire of the 'Event Space'; and
 - (ii) 10% discount on the hire of the 'Excess Room'.

- (b) Prices are available upon enquiry to The Rumbl.

3.8 Business Address

- (a) The Member is permitted to use the Factory address as its business address.
- (b) For the avoidance of doubt, the Member is not permitted to use the Factory address as its mailing address.

4. Studio Package

4.1 Applicability

In addition to section 1, this section is applicable to all Members who selected the 'Studio' Package as part of their Agreement.

4.2 Licence

- (a) The Rumbl grants the Member a non-transferrable, non-exclusive licence to occupy the Studio for the length of time specified in the Agreement.
- (b) The Member will be provided a key fob to enter the Factory on a 24/7 basis during the term of the Agreement.

4.3 Studio Amenities

- (a) Subject to clause 4.3(b) The Rumbl will provide:
 - (i) wireless, high-speed internet;
 - (ii) colour printing and copying facilities (charged at rates to be determined by The Rumbl from time to time);
 - (iii) complimentary tea and coffee; and
 - (iv) basic snacks and fruit in the kitchen (at the Rumbl's discretion).
- (b) If any of the amenities stated in clause 4.3(a) are temporarily unavailable, The Rumbl will use all commercially reasonable endeavours to restore these as soon as possible.
- (c) The Member agrees and acknowledges that it will not be entitled to any refund of its Ongoing Payment or any Fees in the absence of availability of any amenities listed in clause 4.3(a).

4.4 Meeting Room

The Member is granted complimentary use of the meeting room, subject to the usual terms and booking availability.

4.5 Board Room Credits

- (a) The Member is granted
 - (i) Studios 1 & 2 (Small Studios) three hours' complimentary credits for the use of the board room per month.

- (ii) Studios 3 & 4 (Large Studios) six hours' complimentary credits for the use of the board room per month.
- (b) On the monthly anniversary of the commencing date of the Agreement, the Member is granted an additional three hours' complimentary credit for the use of the board room.
- (c) The Member acknowledges that unused credits will not roll over into the next month of their Agreement.

4.6 Podcast Room Credits

- (a) The Member is granted
 - (i) Studios 1 & 2 (Small Studios) one hours' complimentary use of the podcast room per month.
 - (ii) Studios 3 & 4 (Large Studios) two hours' complimentary use of the podcast room per month.
- (b) On the monthly anniversary of the commencing date of the Agreement, the Member is granted an additional one hours' complimentary use of the podcast room.
- (c) The Member acknowledges that unused credits will not roll over into the next month of their Agreement.

4.7 Customisation of Studio

- (a) The Member is permitted to install a sign advertising the Member's business on the door to the Studio, subject to the approval of The Rumbl (such approval not to be unreasonably withheld).
- (b) The Member is permitted to customise its Studio, subject to the approval of The Rumbl (which may be withheld at The Rumbl's absolute discretion).
- (c) Should customisation of the Studio pursuant to clause 4.7(b) be approved by The Rumbl, the Member must, on or before termination of the Agreement reinstate the Studio to its condition as at the commencement of the Agreement, subject to fair wear and tear.
- (d) Should the Member require furnishings for the Studio, The Rumbl may provide desks, chairs and other furniture for a fee. Prices are available upon enquiry.

4.8 Virtus Membership

- (a) The Member is granted
 - (i) Studios 1 & 2 (Small Studios) 2 complimentary memberships to Virtus Performance at 2 Torca Crescent, Mornington VIC 3931 (**Virtus Membership**).
 - (ii) Studios 3 & 4 (Large Studios) 4 complimentary memberships to Virtus Performance at 2 Torca Crescent, Mornington VIC 3931 (**Virtus Membership**).
- (b) The type of Virtus Membership and inclusions of same are at the discretion of The Rumbl and may change from time to time by notice to the Member.
- (c) A Member's Virtus Membership may be transferred to a spouse/partner of the Member by written request to The Rumbl. For the avoidance of doubt, a Member may not transfer its Virtus Membership to any other family member or friend.

- (d) The Member acknowledges that The Rumbi is not providing the Virtus Membership and is not liable for in any way whatsoever for the Member's experience with its use of the Virtus Membership.
- (e) Upon cessation of the licence agreement, the memberships with Virtus will also cease to exist

4.9 Hire Discounts

- (a) The Member is granted the following discounts on room hire within the Factory:
 - (i) 10% discount on hire of the 'Event Space'; and
 - (ii) 20% discount on the hire of the 'Excess Room'.
- (b) Prices are available upon enquiry to The Rumbi.

4.10 Business Address

- (a) The Member is permitted to use the Factory address as its business address.
- (b) For the avoidance of doubt, the Member is not permitted to use the Factory address as its mailing address.