

Terms and Conditions (Subscribers, Non-Subscribers and Clients)

Date

Parties

1. **The Cultural Intelligence Project Pty Ltd** ABN 18 600 194 456 trading as Make It Happen HQ, of 3C/ 15 Dampier Terrace, Broome, Western Australia (**Make It Happen HQ**)
2. The person identified in the Schedule (**Subscriber, Non-Subscriber or Client**)

Background

- A. By paying the requisite Subscription Fee, Subscribers agrees to be bound by the terms contained within this document (**Terms and Conditions**).
- B. By paying the Booking Fee, Non-Subscribers agree to be bound by these Terms and Conditions.
- C. By accepting an invitation to participate, Clients agree to be bound by these Terms and Conditions.

Agreed Terms

1. Definitions and interpretation

1.1 Definitions

In this document:

Booking Fee means the fee payable as set out in the Schedule for the one-time use of a meeting booth, hot desk, gaming station or event space at the Premises;

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in Perth, Australia;

Client means the person identified in the Schedule who accepts an invitation to participate as a Client in order to receive the Services;

Commencement Date has the meaning given in the Schedule;

Confidential Information means:

- (a) the terms of this document and its subject matter, including information submitted or disclosed by a party during negotiations, discussions and meetings relating to this document;
- (b) information relating to the document, including information submitted or disclosed by a party during negotiations, discussions and meetings relating to the document;
- (c) information that at the time of disclosure by a Disclosing Party is identified to the Receiving Party as being confidential; and

- (d) all other information belonging or relating to a Disclosing Party, or any Related Entity of that Disclosing Party, that is not generally available to the public at the time of disclosure other than by reason of a breach of this document or which the Receiving Party knows, or ought reasonably to be expected to know, is confidential to that Disclosing Party or any Related Entity of that Disclosing Party;

Consequential Loss means any indirect, incidental, special or consequential loss or damage, pure economic loss damages and exemplary or punitive damages, loss or damage in relation to loss of use, loss of production, loss of revenue, loss of profits or anticipated profits, loss of business, loss of business opportunity, loss of contract, loss of reputation or opportunity, business interruptions of any nature, loss of data, data corruption rectification costs or loss or damage resulting from wasted management time;

Disclosing Party means a party disclosing its Confidential Information to the Receiving Party;

Expiry Date has the meaning given in the Schedule;

Membership Package means the package identified in the Schedule and the Services it provides;

Non-Subscriber means the person identified in the Schedule who books a meeting booth, hot desk, gaming station or event space at the Premises for the Booking Fee;

Participant means a Subscriber, Non-Subscriber, or Client, as applicable;

Payment Method means the method of payment for the Services as identified in the Schedule;

Premises means the physical co-working location in Broome or the digital online programs that the membership includes owned and operated by Make It Happen HQ;

Receiving Party means a party in receipt of Confidential Information of the Disclosing Party;

Related Entities means all related bodies corporate (as defined in the *Corporations Act 2001 (Cth)* from time to time) of a party and all trusts and partnerships which are controlled by that party or any of such related bodies corporate;

Services means the services Make It Happen HQ will provide the Participant in accordance with clause 4 of these Terms and Conditions;

Subscriber means the person identified in the Schedule who signs up as a Subscriber in exchange for the Subscription Fee; and

Subscription Fee means the cost of the Membership Package as identified in the Schedule.

1.2 Interpretation

In this document, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa and a gender includes the other genders;

- (b) headings are used for convenience only and do not affect the interpretation of this document;
- (c) other grammatical forms of a defined word or expression have a corresponding meaning;
- (d) a reference to a party is to a party to this document and includes that party's executors, administrators, successors, permitted assigns and permitted substitutes;
- (e) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (f) "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority, and any other body or entity whether incorporated or not;
- (g) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) is to that statute as amended, consolidated, re-enacted or replaced from time to time;
- (h) "include", "for example" and any similar expressions are not used, and must not be interpreted, as words of limitation;
- (i) money amounts are stated in Australian currency unless otherwise specified;
- (j) a reference to a time of day is to that time in Perth, Western Australia; and
- (k) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (**defunct body**) is to the agency or body that performs most closely the powers or functions of the defunct body.

2. Media

- 2.1 The Participant agrees and authorises to be photographed by Make It Happen HQ whilst in and around the Premises unless specifically advised otherwise.
- 2.2 Photographs taken by Make It Happen HQ may be used for any reasonable use, including but not limited to advertising, newsletters, marketing and webpage content.
- 2.3 The Participant agrees that no royalty, fee or other form of compensation will be payable to the Participant for the use of any photograph taken by Make It Happen HQ.

3. Subscription Fee

- 3.1 The Subscription Fee is payable monthly in advance by the Subscriber and will be deducted from the Subscriber's nominated Payment Method on the first day of each month, and in respect of any broken period a pro-rata adjustment shall be made.
- 3.2 The Subscriber will incur an administrative fee of \$10 for failed payments to cover our reasonable costs arising from such failure.
- 3.3 The Subscription Fee may be revised from time to time and any changes will be determined at Make It Happen HQ's discretion. Any change to the Subscription Fee

will not apply to a Subscriber's existing committed term (prior to the then-current Expiry Date), but will apply to any extension of the term beyond the then-current Expiry Date.

- 3.4 Make It Happen HQ will provide the Subscriber with at least 30 days' notice of a change in the Subscription Fee.
- 3.5 Any unpaid amounts due and payable to Make It Happen HQ by the Subscriber that become overdue for more than 21 days will incur interest at a rate of 10% per annum, calculated daily, until paid in full.

4. Services and Term

- 4.1 Make It Happen HQ will provide the Services contained in the below tables to the Subscriber in exchange for the Subscription Fee.

Warrior Subscription			
Indigenous individual Membership Packages			
Membership Package	Rookie	Hustler	Baller
Services provided	Wi-fi Facilities Amenities Hot Desk Meeting booth, Events	Wi-fi Facilities Amenities Hot Desk Meeting booth Events Support Services	Wi-fi Facilities Amenities Hot Desk Meeting booth Events Support Services Programs Partners Discounts Systems
Subscription Fee	\$150 per month	\$300 per month	\$450 per month

Tribe Subscription			
Indigenous organisation Membership Packages			
Membership Package	Rookie	Hustler	Baller
Services Provided	Wi-fi Facilities Amenities Hot Desk	Wi-fi Facilities Amenities Hot Desk	Wi-fi Facilities Amenities Hot Desk

	Meeting booth Events Support Services	Meeting booth Events Support Services Masterclass	Meeting booth Events Support Services Masterclass Program Partners
Subscription Fee	\$250 per month	\$450 per month	\$650 per month

Ally Subscription			
Non-Indigenous organisation, Indigenous Employee Membership Packages			
Membership Package	Real	Brave	Bold
Services Provided	Wifi Facilities Amenities Hot Desk Meeting Booth Events Support Services Cultural IQ license Pay it forward option Invited to networking events Priority access to MIHHQ Innovation Hub collaboration opportunities	Wifi Facilities Amenities Hot Desk Meeting Booth Events Support Services Masterclasses Cultural IQ license Pay it forward option Invited to networking events Priority access to MIHHQ Innovation Hub + Think Tanks collaboration opportunities	Wifi Facilities Amenities Hot Desk Meeting Booth Events Support Services Masterclasses Programs Partners Cultural IQ license Pay it forward option Invited to networking events Priority access to TCIP GROUP collaboration opportunities
Subscription Fee	\$650 per month	\$750 per month	\$850 per month

4.2 The Services will be provided to a Participant in consideration for the payment of the Subscription Fee, Booking Fee, or agreement to participate, for the term from the Commencement Date until the Expiry Date.

- 4.3 For Subscribers, the term will extend automatically beyond the initial Expiry Date on the basis set out in the Schedule, unless either party gives the other written notice prior to the next extension that it wishes to terminate the arrangement. Such termination will be effective on the then-current Expiry Date.
- 4.4 If Participant is not an individual, Participant will ensure that any permitted individuals who access the Premises under its Membership Package comply with these Terms and Conditions as though such person was Participant, and Participant will be liable for any acts or omissions of such individuals as fully as though those actions were those of Participant under these Terms and Conditions.

5. Loss and Damage

- 5.1 To the extent permitted by law, and subject to clauses 5.3, 5.4 and 5.5, a party's maximum aggregate liability to the other under or in connection with this document or its subject matter, however arising (including breach of contract, negligence, misrepresentation or other claim), is limited to the fees paid by or on behalf of a Participant to Make It Happen HQ for the Services in the 12 months prior to the event giving rise to the liability under this document.
- 5.2 To the extent permitted by law, and subject to clauses 5.3, 5.4 and 5.5, Make It Happen HQ shall not be liable in respect of any Consequential Loss arising out of or in connection with this document or as a result of a Participant using the Services.
- 5.3 Nothing in this document operates to limit or exclude:
- (a) either party's liability to the other in respect of direct losses arising out of or in connection with:
 - (i) damages for bodily injury (including death) and damage to real property and tangible personal property; or
 - (ii) any fraudulent acts or omissions, or
 - (b) Participant's liability for any Subscription Fees or Booking Fees payable under this document.
- 5.4 Nothing in this document excludes, restricts or modifies any consumer guarantee, right or remedy conferred on a party by the Australian Consumer Law, Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* or any other applicable law that cannot be excluded, restricted or modified by agreement.
- 5.5 To the fullest extent permitted by law, the liability of Make It Happen HQ for a breach of a non-excludable guarantee referred to in clause 5.4 is limited, at Make It Happen HQ's option, to:
- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; or

- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

5.6 This clause 5 survives termination of any Membership Package.

6. Visitors

6.1 Sign-in

- (a) All visitors including Participants entering the Premises must sign in at reception in accordance with safety, emergency and applicable health-related procedures.

6.2 If Participant not present

- (a) A Participant must provide Make It Happen HQ with 7 days' prior notice, in a form acceptable to Make It Happen HQ, if a visitor of the Participant requires access to the Participant's workspace whilst the Participant is not at the Premises.
- (b) A visitor of a Participant will not be granted access to the Participant's workspace if the Participant fails to notify Make It Happen HQ in accordance with clause 6.2.

6.3 Hours

- (a) The Premises' standard operating hours are Monday to Friday 8am to 5pm on any Business Day (**Business Hours**).
- (b) Participants may access the Premises outside of Business Hours, if they possess an assigned toggle, but must comply with Make It Happen HQ open and closing standard operating procedures to ensure the Premises is clean and secure upon exit.
- (c) Visitors are not permitted inside the Premises after Business Hours without Make It Happen HQ's knowledge.
- (d) Make It Happen HQ staff must be notified in advance (in a form acceptable to Make It Happen HQ) if a Participant wishes to bring a visitor outside of Business Hours.

7. Use and care of Premises

A Participant must:

- (a) take reasonable care of the Premises and keep the working area in a clean, tidy and presentable condition;
- (b) not sleep overnight at the Premises;
- (c) not smoke or vape on the Premises;

- (d) not use the Premises for any purpose contrary to any local, state or federal law or in any way that breaches these Terms and Conditions; and
- (e) Comply with the provided Make It Happen HQ standard operating procedures available in the Premises.

8. Meeting booth, hot desk, gaming stations

This clause 8 applies to all bookings made by any Participant for any meeting booth, hot desk, gaming station or event space at the Premises unless stated otherwise. However, Booking Fees are only payable by Non-Subscribers (Booking Fees are separate from the after-hours fees that are set out in clause 8.7).

8.1 Application of Terms and Conditions

To avoid doubt, these Terms and Conditions apply to a Non-Subscriber (as well as to any Subscriber) who books a meeting booth, hot desk, gaming station or event space at the Premises.

8.2 Booking Fee and other charges

- (a) The entirety of any Booking Fee for a meeting booth, hot desk, gaming station or event space booked under this clause 8 is payable up-front by the Non-Subscriber.
- (b) A Non-Subscriber must pay the applicable Booking Fee to book a meeting booth, hot desk, gaming station or event space at the Premises, which will differ depending on whether the booking is made for Business Hours or outside of Business Hours.
- (c) Any additional charges that are payable in respect of a meeting booth, hot desk, gaming station or event space booked will be specified by Make It Happen HQ in advance or at the time of Make It Happen HQ's confirmation that the space has been booked and must be paid by the Subscriber or Non-Subscriber on the same day that they are incurred.

8.3 Cancellations & refunds

- (a) Any cancellation or alteration of a booking for a meeting booth, hot desk, gaming station or event space more than 24 hours in advance of the booking will entitle a Non-Subscriber to a full refund of any Booking Fee.
- (b) Except for booked services cancelled less than 48 hours before the booking time that are covered by clause 8.4:
 - (i) additional charges paid by a Subscriber or Non-Subscriber for a meeting booth, hot desk, gaming station or event space cancelled more than 24 hours in advance of the booking may be refundable depending on whether Make It Happen HQ can recover the relevant charges from any applicable third party; and
 - (ii) to the extent that Make It Happen HQ can recover those charges, it will refund the Subscriber or Non-Subscriber (as applicable) in the same proportion as Make It Happen HQ recovers.

- (c) Any cancellation or alteration of a booking for a meeting booth, hot desk, gaming station or event space less than 24 hours in advance of the booking will result in the entirety of any Booking Fee and any additional charges being payable by the Subscriber or Non-Subscriber to Make It Happen HQ.

8.4 Booked services

Any booked catering services (excluding tea & coffee provided by Make It Happen HQ), hired AV services or any other services for any meeting booth, hot desk, gaming station or event space booking that are cancelled less than 48 hours before the booking time will result in the entire cost of that service being payable to Make It Happen HQ.

8.5 Meeting booth, hot desk, gaming station unavailable

If, for any reason, the booked meeting booth, hot desk, gaming station or event space is no longer available at the time requested, notice shall be given to the Participant as soon as possible and, subject to availability, a booth of similar or higher standard must be offered by Make It Happen HQ in place of the original booking for the same rate.

8.6 Use of facilities

- (a) The Participant and its attendees will be liable to the full extent for any damage caused to the meeting booth, hot desk, gaming station or event space, including but not limited to damage to any fixtures, fittings and equipment.
- (b) The Participant agrees not to conduct any illegal activities within the premises.
- (c) Where a bar fridge is made available to the Participant and its attendees, any product consumed by the Participant or its attendees from the bar fridge will be charged accordingly.

8.7 After-hours/weekend bookings and bookings that exceed the booked time

- (a) Any meeting booth, hot desk, gaming station or event space bookings that occur outside of Business Hours incur a staffing charge (in addition to any Booking Fee for Non-Subscribers) of:
 - (i) \$33/hour (inc. GST) on a Business Day; and
 - (ii) \$55/hour (inc. GST) on a day that is not a Business Day(the **After Hours Rate**).
- (b) Although Make It Happen HQ reserves the right to require a Participant to end a meeting or event and vacate the meeting booth, hot desk, gaming station or event space after the booked time has ended, any event which exceeds its booked time will incur an additional charge of:
 - (i) \$33/hour (inc. GST) if the event was booked for Business Hours; and
 - (ii) \$55/hour (inc. GST) if the event was booked for outside of Business Hours,

for the period of time by which the meeting or event exceeds its booked hours (rounded up to the nearest one-hour increment).

9. Confidentiality

9.1 A Receiving Party receiving, possessing or otherwise acquiring Confidential Information of the Disclosing Party acknowledges that the Disclosing Party's Confidential Information is the property of and confidential to or a trade secret of the Disclosing Party.

9.2 Subject to clause 9.3, the Receiving Party must:

- (a) keep the Disclosing Party's Confidential Information confidential and not directly or indirectly disclose, divulge or communicate that Confidential Information to, or otherwise place that Confidential Information at the disposal of, any person other than an Approved Recipient without the prior written approval of the Disclosing Party;
- (b) take all reasonable steps to secure and keep secure all Disclosing Party's Confidential Information coming into its possession or control; and
- (c) not deliberately memorise, use, modify, reverse engineer or make copies, notes or records of the Disclosing Party's Confidential Information for any purpose other than in connection with the performance by the Receiving Party of its obligations under this document.

9.3 The obligations of confidentiality under clause 9.2 do not apply to any information that:

- (a) is generally available to the public (other than by reason of a breach of this document); or
- (b) is required to be disclosed by any applicable law.

9.4 The Receiving Party is liable for any breach of clause 9.2 by any person to whom the Receiving Party discloses Confidential Information (**Recipient**) as if the Recipient were the Receiving Party in relation to the Confidential Information disclosed to the Recipient.

9.5 This clause 9 survives termination of any Membership Package.

10. Terms and Conditions subject to change

10.1 These Terms and Conditions are subject to change from time to time at Make It Happen HQ's sole discretion, however any such change will only take effect after the then-current Expiry Date.

10.2 Participants acknowledge that the Premises, and the Services offered are subject to change from time to time. Changes to the Premises and the Services offered that do not materially affect the Participants' receipt or use of the Premises and the Services will be effective immediately unless stated otherwise.

10.3 Where possible Make It Happen HQ will give Participants reasonable notice of any changes to the Premises and the Services offered and the date they take effect.

11. General

11.1 Entire understanding

Subject to clause 5.4, and subject to any corresponding agreement between Make It Happen HQ and a sponsor of a Client in respect of Services to be provided under this document to the Client, these Terms and Conditions contain the entire understanding between the parties concerning the subject matter of this document and supersedes, terminates and replaces all prior agreements and communications between the parties concerning that subject matter.

11.2 No assignment

A party cannot assign or otherwise deal with the benefit of these Terms and Conditions without the prior written consent of the other party.

11.3 Conflicting provisions

If there is any conflict between the main body of these Terms and Conditions and any schedules or annexures comprising it, then the provisions of the main body of these Terms and Conditions prevail.

11.4 Counterparts

- (e) These Terms and Conditions may be executed in any number of counterparts, each executed by one or more parties. All counterparts, taken together, constitute one instrument.
- (f) A party may execute these Terms and Conditions by signing any counterpart. To the extent permitted by law, a counterpart may be executed electronically.

11.5 Governing law and jurisdiction

- (a) These Terms and Conditions are governed by and must be construed in accordance with the laws of the State of Western Australia.
- (b) The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms and Conditions, their performance or subject matter.

