

The Porter Terms & Conditions effective [17 Apr 2015]

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| 1 | <p>Introduction</p> <p>1.1 These terms and conditions govern membership of The Porter and the use of the Lounge and facilities in the Lounge.</p> <p>1.2 Each Member is responsible for complying with, and ensuring that their guests comply with, these terms and conditions.</p> <p>1.3 Without limiting clause 1.2, a Corporate Member must ensure that any officer or employee holding a Card issued to the relevant Corporation complies with all rules relating to Members set out in these terms and conditions.</p> <p>1.4 These terms and conditions are effective from the date of publication shown above and may be amended from time to time.</p> | <p>(11) GST means any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights including but not limited to a tax imposed by the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (C'th) and the related imposition Acts of the Commonwealth;</p> <p>(12) Guest Pass means a pass issued permitting entry to the Lounge and use of the facilities and services in the Lounge by a non-Member who is accompanied by a Member (or in the case of a Corporate Member, accompanied by an officer or employee of the Corporate Member), on such terms and conditions as Haworth may determine;</p> <p>(13) Haworth means Haworth Australia Pty Limited ACN 073 187 925;</p> |
| 2 | <p>Definitions</p> <p>2.1 In these terms and conditions, unless the context otherwise requires:</p> <p>(1) Address Privilege means the right of an Eligible Member to include the location of the Lounge on the Member's business card and email sign-off;</p> <p>(2) Benefits means the use of the Lounge, the Bookable Spaces (subject to availability and payment of the fees referred to in clause 8), the Address Privilege (subject to such right being granted in accordance with clause 7), the Technical Equipment and other facilities or services offered or provided to the Member from time to time by Haworth as a benefit of membership of The Porter;</p> <p>(3) Bookable Spaces means those parts of the Lounge that can be booked by Members for a fee;</p> <p>(4) Building means the building known as 1 O'Connell Street, Sydney;</p> <p>(5) Business Days means a day other than a Saturday, Sunday or public holiday in Sydney;</p> <p>(6) Card means the membership card issued by Haworth to each Member;</p> <p>(7) Corporate Member means a Corporation that is a Member of The Porter at the relevant time;</p> <p>(8) Corporation means a corporation as defined under section 57A of the Corporations Act 2001 (Cth).</p> <p>(9) Day Pass means a membership permitting entry to the Lounge and use of the facilities and services in the Lounge on a specific day on these terms and conditions on payment of a fee set out in the pricing schedule that may be obtained from Haworth on request;</p> <p>(10) Eligible Member means a Corporate Member and other members as may be determined by Haworth from time to time that is not a tenant of the Building;</p> | <p>(14) House Rules means any rules, in addition to these terms and conditions, that Haworth reasonably deems necessary or convenient for the administration of The Porter or its facilities or services, and that are notified to Members and their guests, including any House Rules posted on The Porter website (www.theportersydney.com.au/terms-privacy/) or displayed in the Lounge from time to time;</p> <p>(15) Lounge means the business lounge and meeting area known as The Porter in the lobby of the Building;</p> <p>(16) Management Committee means a committee comprising representatives from Haworth and the owner of the Building;</p> <p>(17) Member means a person or Corporation (in the case of a Corporate Member) who is a member of The Porter at the relevant time;</p> <p>(18) Monthly Member means a membership permitting entry to the Lounge and use of the facilities and services in the Lounge for a period of 1 month on these terms and conditions on payment of a fee set out in the pricing schedule that may be obtained from Haworth on request;</p> <p>(19) Partner Service means those suppliers with which Haworth has an agreement for the supply of goods or services to Members as Benefits;</p> <p>(20) Technical Equipment means computers, audio-visual and other electronic equipment made available for use by Members in the Lounge;</p> <p>(21) Tenant Member (Bestowed) means a Member who is employed by or is an officer of a company or business with premises in the Building where membership is bestowed at the discretion of the Management Committee;</p> <p>(22) Tenant Member (Paid) means a Member who is employed by or is an officer of a company or business with premises in the Building and pays the membership fees as set out in the pricing schedule that may be obtained from Haworth on request; and</p> <p>(23) The Porter means the business known as The Porter operated in the Lounge.</p> |

(3) in the case of a Corporate Member, on the winding up or dissolution of the Corporation.

3.10 Haworth may immediately terminate any membership where a Member breaches these terms and conditions.

3 Membership

3.1 The following membership categories are available with the features set out below:

Membership	Duration	Max guests permitted with member (subject to availability)	Meeting room discounts
Day Pass	1 day	1	No
Monthly Member	1 month	3	Yes
Tenant Member (Paid)	1 month	3	Yes
Tenant Member(Bestowed)	12 Months	3	Yes
Corporate Member	12 Months	3	Yes

3.2 Membership of The Porter entitles the Member to the Benefits on these terms and conditions.

3.3 Membership (other than a Corporate Member) is open to individuals only.

3.4 Membership is not transferrable and, subject to clause 12.2, non-refundable.

3.5 Application for membership must be made through the regonline membership system or via any other system as determined by Haworth from time to time

3.6 Upon acceptance of membership in The Porter, each Member will be assigned a membership number and issued with a Card (which may include more than one card in the case of a Corporate Member). The Card must be used to gain access to the Lounge and must be available for inspection at all times when in the Lounge. It is the Member's responsibility to ensure the Card is kept secure.

3.7 A Member may apply to renew their membership.

3.8 Each Member is responsible for advising Haworth in writing of any change of name or address. Documentation verifying a name change is required.

3.9 Membership will terminate automatically in the case of:

(1) the death of a Member;

(2) a Tenant Member (Bestowed), that Member no longer being employed by or being an officer of a company or business with premises in the Building; or

4 Use of the Card

4.1 The Card is and remains the property of Haworth and must be returned on demand or on termination of membership, whichever happens first. A Card or Guest Pass must not be sold, given away, transferred or copied by a Member.

4.2 The Card and membership number are valid for use only by the Member. Cards and any Guest Passes are valid for use only during the period indicated on them.

4.3 The Card(s) of a Corporate Member must only be used by its officers or employees and the Corporate Member agrees to be bound by, and be responsible for, all acts or omissions of the person using its Card.

4.4 In the event of loss, theft or unauthorised use of a Card, it is the Member's responsibility to immediately advise Haworth. Until loss, theft or unauthorised use of the Card is notified to Haworth, the Member is liable for all use of the Card.

5 Access to the Lounge

5.1 Subject to these terms and conditions, Members may access the Lounge during their period of membership at times that the Lounge is open, being 8:30am to 5:00pm on Business Days.

5.2 Subject to clause 5.4 and compliance by guests with these terms and conditions, a Member may bring into the Lounge the number of guests permitted by the Member's category of membership as set out in clause 3.1.

5.3 Guests of a Member must be accompanied by the Member (or in the case of a Corporate Member, an officer or employee of a Corporate Member) when inside the Lounge.

5.4 Entry of guests is subject to space availability. Guests may be refused entry if the Lounge is full.

5.5 The Porter staff have the discretion to refuse entry to any Member or guest, or to remove any Member or guest from the Lounge, if in their reasonable opinion, the Member or guest has not or will not comply with these terms and conditions, or the refusal or removal is necessary or convenient for the orderly operation of The Porter or other facilities or the safety or comfort of other Members, their guests and staff.

5.6 Business dress standards apply at all times. Anyone not complying with these standards, as determined and enforced by Haworth, may be refused entry or asked to leave the Lounge.

5.7 Guests under the age of 18 years are not allowed access to the Lounge during normal business hours and access outside of these hours (in connection with events at The Porter) is subject to Haworth approval.

Conduct of Members

- 6.1 Members must not:
- (1) behave in a manner that is likely to cause annoyance, nuisance or disturbance to other Members or to occupiers of the Building;
 - (2) smoke in the Lounge or in the Building;
 - (3) make offers of employment to employees of Haworth;
 - (4) subject to clause 7, allow the Lounge to be used as their business address;
 - (5) sponsor or encourage any auction, fire sale or public meeting in the Lounge;
 - (6) carry out any activity in the Lounge or the Building that is illegal or is inconsistent with the House Rules or the rules of the Building;
 - (7) do anything in the Lounge that is likely to cause injury, damage or obstruction;
 - (8) use property in the Lounge including the Technical Equipment other than for its intended use and with appropriate care;
 - (9) use the Technical Equipment for any purpose which would be in breach of any law, code or regulation (or that would place Haworth in breach of any law, code or regulation), to promote offensive or illegal behaviour, to harass or threaten any person, to view sexually explicit or violent material, to violate the privacy or confidentiality of any other person, to create or foster computer viruses or to send junk mail or unauthorised spam; or
 - (10) publish or promote the telephone number for the Lounge or Haworth as a contact point for any business or other purpose of the Member.
- 6.2 Members must:
- (1) pay for any additional services requested by the Member and provided in the Lounge from time to time in accordance with the fees, charges and conditions notified by Haworth or the Partner Service;
 - (2) comply with the terms and conditions on which any Partner Service is offered at the Lounge;
 - (3) comply with all directions of staff within the Lounge;
 - (4) use the Lounge only as a meeting area and business lounge or as otherwise agreed by Haworth;
 - (5) ensure that the Member's guests comply with these terms and conditions and the House Rules;
 - (6) comply with the directions of any authorities in the event of a fire or other emergency within the Building; and
 - (7) comply with the House Rules.

Address Privilege

- 7.1 Haworth may, in its absolute discretion, permit an Eligible Member to have the benefit of the Address Privilege.
- 7.2 If an Eligible Member seeks the Address Privilege, the Eligible Member must submit a copy of its proposed business card and email sign-off to Haworth for approval.
- 7.3 If the Address Privilege is granted to an Eligible Member, Haworth will notify the Eligible Member and will thereafter use reasonable endeavours to provide the Eligible Member with any postal mail received at the Lounge for that Eligible Member, when that Eligible Member is in the Lounge.
- 7.4 The Address Privilege, if granted, will be subject to conditions notified by Haworth to the Eligible Member including but not limited to:
- (1) payment of the fee determined by Haworth from time to time and set out in the pricing schedule that may be obtained from Haworth on request;
 - (2) prohibiting the use of the address of the Lounge as a registered office address or principal place of business address for a Corporation;
 - (3) requiring the Eligible Member on expiry or earlier termination of their membership of The Porter to immediately cease to use or display the address of the Lounge on the Eligible Member's business card and email sign-off and to put a mail redirection in place to ensure that no further mail is received for that Eligible Member at the Lounge; and
 - (4) prohibiting any use of the address of the Lounge by the Eligible Member other than that approved by Haworth.
- 7.5 An Eligible Member that is granted the Address Privilege:
- (1) agrees that no responsibility will be assumed by Haworth for the failure to deliver mail to the Eligible Member or any late delivery of mail;
 - (2) acknowledges that the Address Privilege gives the Eligible Member no licence, right of occupation or other interest in the Lounge;
 - (3) agrees that the Address Privilege does not give rise to or imply any form of partnership or joint venture between the Eligible Member and Haworth;
 - (4) releases Haworth from any loss, liability, cost or expense arising out of the failure to deliver mail to the Eligible Member or the operation of the Address Privilege generally; and
 - (5) indemnifies Haworth for any loss, liability, cost or expense arising out of the Eligible Member's failure to comply with the terms on which the Address Privilege is granted.
- 7.6 Haworth reserves the right to terminate the Address Privilege granted to an Eligible Member:
- (1) if the Eligible Member is in breach of this clause 7; or

<p>(2) at the discretion of Haworth, in which case a refund of any fees paid to Haworth by the Eligible Member for the Address Privilege for any period after the date of termination will be made.</p>	<p>10</p>	<p>Changes to the Benefits, Terms and Conditions or House Rules</p> <p>10.1 Haworth reserves the right at all times to vary the Benefits, these terms and conditions and the House Rules in any way including by:</p> <p>(1) changing the way The Porter, the Lounge or any Technical Equipment are operated, including contracting any third party to provide the facility or any goods or services;</p> <p>(2) varying the hours of operation of the Lounge or any Technical Equipment within the Lounge;</p> <p>(3) varying the layout, location or other aspects of the Lounge and varying the services offered including the Technical Equipment and the types of refreshments that are available and the times during which they are available; and</p> <p>(4) imposing restrictions on the use of the Lounge, the Technical Equipment, or other goods or services by a Member or group of Members as deemed necessary by Haworth for the orderly administration of The Porter and associated facilities.</p> <p>10.2 Haworth will use reasonable endeavours to advise Members of any material changes to the Benefits including by publishing details of the changes on The Porter website (www.theportersydney.com.au/terms-privacy/).</p>
<p>8 Meeting rooms</p> <p>8.1 Haworth will administer a system for the booking of Bookable Spaces by Members.</p> <p>8.2 The Bookable Spaces are available between the hours of 8:30am and 5:00pm on Business Days.</p> <p>8.3 A non-refundable fee will be determined and notified to Members by Haworth and will be payable by Members for the use of the Bookable Spaces. This fee will include the reservation of the Bookable Space and the use of the Technical Equipment in the Bookable Space for the duration of the booking, but not catering or other services.</p> <p>8.4 If a Member has booked a Bookable Space and provides Haworth with at least 48 hours' notice of cancellation of the booking, Haworth will use reasonable endeavours (subject to availability) to provide the Member with a booking for the same or an equivalent Bookable Space on another day without payment of a further fee.</p>	<p>11</p>	<p>Liability</p> <p>11.1 Some of the goods or services which are offered or provided to Members are supplied by third party suppliers. Haworth does not accept any responsibility or liability (to the extent permitted by law) for such goods or services. The provision of those goods or services will be subject, in each case, to the terms and conditions of the Partner Service and any claims relating to the supply of those goods or services must be made to the relevant supplier.</p> <p>11.2 Access to Technical Equipment and the internet may be available in the Lounge. Haworth does not supervise the use of, and does not guarantee the security or quality of online content. The Member is responsible for maintaining the security of all log-in identification information made available to them to access the Technical Equipment and the internet. Haworth is not liable for any personal security breaches suffered by the Member or their guests when using Technical Equipment and the internet at the Lounge or for any loss or damage suffered as a result of the use or unavailability of the Technical Equipment and the internet, including interruptions during use. In any use of the Technical Equipment, the Member is responsible for complying with copyright law and licences that may apply to software</p> <p>11.3 If a Member damages any Technical Equipment or any other item in the Lounge, the Member must reimburse Haworth for the cost of the repair or replacement of that piece of Technical Equipment or other item.</p> <p>11.4 Haworth is not liable for any loss or damage suffered as a result, directly or indirectly, of any Partner Service or the provision of, or the failure of Haworth to provide, the Benefits. The Member releases Haworth from any claims or liabilities arising out of in connection with such loss or damage or the</p>
<p>9 Fees</p> <p>9.1 For Day Pass, Monthly Members, Tenant Members (Paid) and Corporate Members, the membership fee for The Porter will be determined at the discretion of Haworth from time to time and set out in the pricing schedule that may be obtained from Haworth on request. The membership fee must be paid in advance of the relevant period of membership.</p> <p>9.2 A membership fee is not payable by a Tenant Member (Bestowed)</p> <p>9.3 In addition to the membership fees and the fee for the use of the Bookable Spaces, Haworth reserves the right to charge a fee for any service requested by a Member that is supplied in the Lounge including:</p> <p>(1) the issue of a replacement Card;</p> <p>(2) the supply of any food and/or beverages to a Member;</p> <p>(3) the use of the Lounge for a function or event; and</p> <p>(4) the Address Privilege.</p> <p>9.4 All The Porter fees are inclusive of any applicable GST. The Member is responsible for any additional costs, charges, taxes, claims or other liabilities (including any applicable fringe benefits or other tax) arising from their receipt of the Benefits or any other goods or services offered or provided in connection with their membership. The Member should obtain their own advice in terms of the taxation consequences of membership of The Porter.</p>		

	provision of, or the failure of Haworth to provide, the Benefits.	14.3	It is a condition of membership that each Member consents to and authorises the collection, disclosure and use of the information on their membership application form and other information provided in respect of their membership of The Porter to Haworth and the Management Committee for the purposes of:
11.5	To the extent permitted by law, the Member indemnifies Haworth against any direct loss, liability, cost or expense arising from a breach of these terms and conditions by the Member or the guest of a Member or otherwise arising out of the unlawful acts or omissions of the Member or the guest of the Member in the Lounge. In the case of a Corporate Member, this indemnity extends to the actions of those persons using the Card of the Corporate Member and their guests in the Lounge. Despite this clause 11.5, the Member is not liable for any indirect, incidental, special or consequential loss or damage, or any loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data or loss or damage resulting from wasted management time or loss of reputation.	(1)	the provision of services to the Member at the Lounge;
		(2)	improving customer service at the Lounge, including by means of research, marketing, product development and planning;
		(3)	marketing of products and services of Haworth or the products or services of third parties offered at the Lounge;
		(4)	the provision of Partner Services to the Lounge; and
		(5)	the administration of The Porter.
11.6	There is no liquor licence attaching to the Lounge or The Porter and, if a Member requests the supply of alcohol to guests of a Member or other Members at the Lounge, a condition of any such supply may be that the Member provide evidence of compliance with any liquor licensing laws pertaining to the supply and consumption of alcohol at the Lounge in respect of the relevant event.		This information may be transferred to or from Australia for these purposes. If all or any part of the requested information is not provided by the Member, the Benefits offered to that Member may be affected or reduced.
11.7	To the fullest extent permitted by law, all conditions and warranties implied by the law arising out of the provision of the Benefits are excluded.	14.4	Haworth will not disclose a Member's personal information (other than as provided for in clauses 14.1, 14.3 and 14.6) without a Member's consent unless disclosure is either necessary to prevent a threat to life or health, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.
12	Termination	14.5	Haworth will provide each Member with access to and the ability to correct their personal information held by The Porter on request by the Member.
12.1	Haworth reserves the right to terminate or cease to operate the Lounge at any time. Haworth will use its best endeavours to give Members as much notice of any such termination as is reasonably practicable in the circumstances.	14.6	In addition to the provisions of this clause 14, Haworth will use, manage and disclose personal information in accordance with its privacy policy, a copy of which can be found at The Porter website (www.theportersydney.com.au/terms-privacy/).
12.2	If a membership is terminated because the Lounge ceases to operate, a pro rata refund of the membership fee paid in respect of a Monthly Member, Tenant Member (Paid) and Corporate Member will be made for any remaining period of membership.	15	Intellectual Property
13	Transfer by Haworth	15.1	Members must not take any action to use the intellectual property of Haworth in The Porter.
13.1	If Haworth transfers its management rights in the Lounge to a third party or otherwise ceases to be the manager of the Lounge, it may transfer all memberships in The Porter to any new manager of The Porter and each Member acknowledges that, from the date of such transfer, all rights and obligations as a Member will be between the Member and the assignee.	15.2	All materials, including images, details, data, illustrations, designs, icons, photographs, video clips, text, software, graphics, scripts, logos, and other materials that are part of The Porter are the property of Haworth and/or its content providers.
13.2	The Member releases Haworth from any claims or liabilities arising out of or in connection with their membership of The Porter from the date of any transfer referred to in clause 13.1.	16	Interpretation
14	Personal information	16.1	In these terms and conditions, unless the context otherwise requires:
14.1	Haworth has engaged the services of The Active Network Inc to collect and store data provided by Members.	(1)	words importing the singular include the plural and vice versa;
14.2	Haworth discloses that it will have access to the information obtained by The Active Network Inc which includes all data provided by Members when completing the membership application form.	(2)	the word "including" is not a word of limitation; and
		(3)	a rule of construction does not apply to the disadvantage of a party because that party was responsible for the preparation of these terms and conditions.

17 Governing law

- 17.1 If part or all of any clause of these terms and conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these terms and conditions and the remaining provisions will continue to apply.
- 17.2 The laws of New South Wales govern these terms and conditions. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales and of the Commonwealth of Australia.

18 Entire understanding

- 18.1 These terms and conditions:
- (1) are the entire agreement and understanding between Haworth and the Member on everything connected with the subject matter of these terms and conditions; and
- (2) supersede any prior agreement or understanding on anything connected with that subject matter.
- 18.2 The Member has accepted these terms and conditions without relying on any representation by Haworth or any person purporting to represent Haworth or The Porter.

19 Waiver

- 19.1 Haworth's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 19.2 The exercise of a power or right by Haworth does not preclude either its exercise in the future or any other power or right.
- 19.3 A waiver by Haworth is not effective unless it is in writing and is then effective only in the specific instance to which it relates and the specific purpose for which it is given.