

## **The Porter Membership Terms**

### **The Porter Terms & Conditions effective [updated 18 December 2024]**

#### **1 Introduction**

- 1.1 These terms and conditions govern membership of The Porter and the use of the Lounge and facilities in the Lounge.
- 1.2 Each Member is responsible for complying with, and ensuring that their guests comply with, these terms and conditions.
- 1.3 Corporation complies with all rules relating to Members set out in these terms and conditions.
- 1.4 These terms and conditions are effective from the date of publication shown above and may be amended from time to time.

#### **2 Definitions**

2.1 In these terms and conditions, unless the context otherwise requires:

- (1) Benefits means the use of the Lounge, the Bookable Spaces (subject to availability and payment of the fees referred to in clause 8, 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;
- (2) Bookable Spaces means those parts of the Lounge that can be booked by Members for a fee;
- (3) Building means the building known as 1 O'Connell Street, Sydney;
- (4) Business Days means a day other than a Saturday, Sunday or public holiday in Sydney;
- (5) Corporation means a corporation as defined under section 57A of the Corporations Act 2001 (Cth).
- (6) 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.
- (7) Eligible Member means a Corporate Member that is not a tenant of the Building;
- (8) 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 A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts of the Commonwealth.
- (9) 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.
- (10) Haworth means Haworth Australia Pty Limited ACN 073 187 925.
- (11) 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](http://www.theportersydney.com)) or displayed in the Lounge from time to time.
- (12) Lounge means the business lounge and meeting area known as The Porter in the lobby of the Building.
- (13) Management Committee means a committee comprising representatives from Haworth and the owner of the Building;
- (14) Member means a person or Corporation (in the case of a Corporate Member) who is a member of The Porter at the relevant time.
- (15) 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.
- (16) Partner Service means those suppliers with which Haworth has an agreement for the

supply of goods or services to Members as Benefits;

(17) Technical Equipment means computers, audio-visual and other electronic equipment made available for use by Members in the Lounge;

(18) 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;

(19) 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

(20) The Porter means the business known as The Porter operated in the Lounge.

### **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 and cancellation policy.

Membership	Duration	Max Guests	Meeting Room Discount	Cancellation policy
Day Pass	1 Day	None	none	n/a
Part Time	1 Month	1	Yes	1 Month written notice
Full Time	1 Month	2	Yes	1 Month written notice
Tenant Bestowed	12 Months	2	Yes	1 Month written notice

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 10.2, non-refundable.

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

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

3.7 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

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

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

### **4 Access to the Lounge**

4.1 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.

4.2 Subject to clause 4.4 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.

4.3 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.

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

4.5 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.

4.6 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.

4.7 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.

## **5 Conduct of Members**

5.1 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.

5.2 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.

## **6 Meeting rooms**

6.1 Haworth will administer a system for the booking of Bookable Spaces by Members.

6.2 The Bookable Spaces are available between the hours of 8:30am and 5:00pm on Business Days.

6.3 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.

6.4 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.

## **7 Fees**

7.1 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.

7.2 A membership fee is not payable by a Tenant Member (Bestowed)

7.3 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:

(1) the supply of any food and/or beverages to a Member;

(2) the use of the Lounge for a function or event.

7.4 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.

## **8 Changes to the Benefits, Terms and Conditions or House Rules**

8.1 Haworth reserves the right at all times to vary the Benefits, these terms and conditions and the House Rules in any way including by:

(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;

(2) varying the hours of operation of the Lounge or any Technical Equipment within the Lounge;

(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

(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.

8.2 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 ([THE SPACE - The Porter](#)).

## **9 Liability**

9.1 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.

9.2 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

9.3 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.

9.4 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 provision of, or the failure of Haworth to provide, the Benefits.

9.5 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 membership of the Corporate Member and their guests in the Lounge. Despite this clause 9.5, 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.

9.6 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.

9.7 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.

## **10 Termination**

10.1 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.

10.2 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.

## **11 Transfer by Haworth**

11.1 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.

11.2 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 11.1.

## **12 Personal information**

12.1 Haworth has engaged the services of Xplor Technologies to collect and store data provided by Members.

12.2 Haworth discloses that it will have access to the information obtained by Xplor Technologies in which includes all data provided by Members when completing the membership application form.

12.3 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:

- (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.

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.

12.4 Haworth will not disclose a Member's personal information (other than as provided for in clauses 12.1, 12.3 and 12.6) 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.

12.5 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.

### **13 Intellectual Property**

13.1 Members must not take any action to use the intellectual property of Haworth in The Porter.

13.2 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.

### **14 Interpretation**

14.1 In these terms and conditions, unless the context otherwise requires:

(1) words importing the singular include the plural and vice versa;

(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.

### **15 Governing law**

15.1 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.

15.2 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.

### **16 Entire understanding**

16.1 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.

16.2 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.

### **17 Waiver**

17.1 Haworth's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

17.2 The exercise of a power or right by Haworth does not preclude either its exercise in the future or any other power or right.

17.3 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.

Privacy Policy Haworth Australia Pty Limited (ABN 36 073 187 925) and its related bodies corporate (we, our, us) recognise the importance of protecting the privacy and the rights of individuals in relation to their personal information. This document is our privacy policy, and it tells

you how we collect and manage your personal information, including in respect of our business lounges (The Porter). We respect your rights to privacy under the Privacy Act 1988 (Cth) (Act) and we comply with all of the Act's requirements in respect of the collection, management and disclosure of your personal information. What is your personal information? When used in this privacy policy, the term "personal information" has the meaning given to it in the Act. In general terms, it is any information that can be used to personally identify you. This may include your name, address, telephone number, email address and profession or occupation. If the information we collect personally identifies you, or you are reasonably identifiable from it, the information will be considered personal information.

What personal information do we collect and hold? We may collect the following types of personal information: • name; • personal and business contact information such as your mailing or street addresses, email addresses, telephone and the name of your employer or business; • age or birth date; • any additional information relating to you that you provide to us directly through our websites or indirectly through use of our websites or online presence, through our representatives or otherwise; and • information you provide to us through customer surveys from time to time. In addition, we may also collect the following types of personal information while operating The Porter: • profession, occupation, or job title; and • information relating to your use of membership of The Porter and your use of its facilities. We may also collect some information that is not personal information because it does not identify you or anyone else.

For example, we may collect anonymous answers to surveys or aggregated information about how users use The Porter and our website. How do we collect your personal information? We collect your personal information directly from you when you provide it to us or, in respect of The Porter, when you apply for membership either in person or via an online membership system operated by our service provider.

When collecting personal information from you, we may collect in ways including: • through your access and use of our website; • during conversations between you and our representatives; or • when you complete an order form or membership form. Cookies In some cases we may also collect your personal information using cookies. When you access our website, we may send a "cookie" (which is a small summary file containing a unique ID number) to your computer. This enables us to recognise your computer and greet you each time you visit our website without bothering you with a request to register. It also enables us to keep track of products or services you view so that, if you consent, we can send you news about those products or services. We also use cookies to measure traffic patterns, to determine which areas of our website have been visited and to measure transaction patterns in the aggregate. We use this to research our users' habits so that we can improve our online products and services. If you do not wish to receive cookies, you can set your browser so that your computer does not accept them.

We may log IP addresses (that is, the electronic addresses of computers connected to the internet) to analyse trends, administer the website, track users' movements, and gather broad demographic information. What happens if we can't collect your personal information? If you do not provide us with the personal information described above, some or all of the following may happen: • we may not be able to provide our services to you or provide you with any products that you have ordered from us, either to the same standard or at all; • we may be unable to process or accept your application for membership of The Porter; • we may not be able to provide you with information about products or services that you may want, including information about discounts, sales or special promotions; or • we may be

unable to tailor the content of our websites to your preferences and your experience of our websites may not be as enjoyable or useful.

For what purposes do we collect, hold, use and disclose your personal information? We collect personal information about you so that we can perform our business activities and functions and to provide best possible quality of customer service. In particular, we collect, hold, use and disclose your personal information for the following purposes: • to provide you with products, access to facilities and other services and to send you communications requested by you; • to answer enquiries and provide information or advice about existing and new products or services; • to assess the performance of the website and to improve the operation of the website; • to provide you with access to protected areas of our website; • to conduct business processing functions including providing personal information to our related bodies corporate, contractors, service providers or other third parties; • for the administrative, marketing (including direct marketing), planning, product or service development, quality control and research purposes of Haworth Australia Pty Limited and our related bodies corporate, contractors or service providers; • to provide your updated personal information to our related bodies corporate, contractors or service providers; • to update our records and keep your contact details up to date; • to process and respond to any complaint made by you; and • to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority of any country.

In relation to The Porter, we collect, hold, use and disclose your personal information for the following additional purposes: • in order to issue you a membership card; • to improve customer service at our business lounge and meeting facilities; and • to provide you with marketing materials relating to us and our third-party partners. Your personal information will not be shared, sold, rented, or disclosed other than as described in this Privacy Policy.

To whom may we disclose your information?

We may disclose your personal information to: • our employees, related bodies corporate, contractors or service providers for the purposes of operation of our website or our business, fulfilling requests by you, and to otherwise provide products and services to you including, without limitation, web hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers, electronic network administrators, debt collectors, and professional advisors such as accountants, solicitors, business advisors and consultants; • in respect of The Porter, the service provider who collects, processes and manages membership applications and payments on our behalf; • suppliers and other third parties with whom we have commercial relationships, for business, marketing, and related purposes; and • any organisation for any authorised purpose with your express consent. We may combine or share any information that we collect from you with information collected by any of our related bodies corporate. Direct marketing materials

We may send you direct marketing communications and information about our products and services that we consider may be of interest to you.

These communications may be sent in various forms, including mail, SMS and email, in accordance with applicable marketing laws, such as the Spam Act 2003 (Cth). You consent to us sending you those direct marketing communications by any of those methods. If you indicate a preference for a method of communication, we will endeavour to use that method whenever practical to do so. In addition, at any time you may opt-out of receiving marketing communications from us by contacting us (see the details below) or by using opt-out facilities provided in the marketing communications and we will then ensure that your name is removed from our mailing list.



We do not provide your personal information to other organisations for the purposes of direct marketing. How can you access and correct your personal information? You may request access to, or correction of, any personal information we hold about you at any time by contacting us (see the details below). Where we hold information that you are entitled to access, we will try to provide you with suitable means of accessing it (for example, by mailing or emailing it to you). We may charge you a fee to cover our administrative and other reasonable costs in providing the information to you.

We will not charge for simply making the request and will not charge for making any corrections to your personal information. There may be instances where we cannot grant you access to the personal information we hold. For example, we may need to refuse access if granting access would interfere with the privacy of others or if it would result in a breach of confidentiality. If that happens, we will give you written reasons for any refusal. If you believe that personal information, we hold about you is incorrect, incomplete, or inaccurate, then you may request us to amend it.

Do we disclose your personal information to anyone outside Australia?

We may disclose personal information to our related bodies corporate and third-party suppliers and service providers located overseas for some of the purposes listed above. We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information. We may disclose your personal information to entities located outside of Australia, including our data hosting and IT service providers, located in the United States of America. Security We take reasonable steps to ensure your personal information is protected from misuse and loss and from unauthorised access, modification, or disclosure. We may hold your information in either electronic or hard copy form. Personal information is destroyed or de-identified when no longer needed.

As our website is linked to the internet, and the internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us online. We also cannot guarantee that the information you supply will not be intercepted while being transmitted over the internet. Accordingly, any personal information or other information which you transmit to us online is transmitted at your own risk. Links Our website may contain links to other websites operated by third parties. We make no representations or warranties in relation to the privacy practices of any third-party website, and we are not responsible for the privacy policies or the content of any third party website. Third party websites are responsible for informing you about their own privacy practices.

Contact us if you have any questions about this privacy policy, any concerns or a complaint regarding the treatment of your privacy or a possible breach of your privacy, please email us, The Porter Management on [theporter@haworth.com](mailto:theporter@haworth.com) . We will treat your requests or complaints confidentially. Our representative will contact you within a reasonable time after receipt of your complaint to discuss your concerns and outline options regarding how they may be resolved. We will aim to ensure that your complaint is resolved in timely and appropriate manner. Changes to our privacy policy We may change this privacy policy from time to time. Any updated versions of this privacy policy will be posted on our website.

## **Direct Debit Terms & Conditions**

This Agreement is designed to explain what your obligations are when undertaking a Direct

Debit arrangement with DebitSuccess Pty Ltd and the Porter.

It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

I hereby authorize DebitSuccess Pty Ltd ACN 095 551 581, APCA User ID Number 184534 to make periodic debits on behalf of the Porter.

Fees for reoccurring payments:

Storage and Compliance (charged once only) \$2.00

Bank Account Transactions \$0.78

Visa/Mastercard Transactions 2.02% (min \$0.80)

Amex Transactions 1.80% (min \$0.65)

I acknowledge that DebitSuccess is acting as a Direct Debit Agent for the Porter and that DebitSuccess does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Porter or the terms and conditions of any agreement with the Business.

I acknowledge that DebitSuccess and the Porter will keep any information (including account details) contained in the Direct Debit Request confidential. DebitSuccess and the Porter will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction, or disclosure of that information.

We will only disclose information that we have about you:(a) to the extent specifically required by law; or (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

I acknowledge that the debit amount will be debited from my account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Porter.

I acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight; however transactions can take up to three (3) business days depending on your financial institution.

I acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I agree that DebitSuccess or The Porter will not be held responsible for any fees and charges that may be charged by your financial institution.

I acknowledge that there may be a delay in processing if: 1) There is a public or bank holiday on the day, or any day after the debit date; 2) A payment request is received by DebitSuccess on a day that is not a Banking Business Day; 3) A Payment request is received after normal operational hours, being 4pm Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

I authorise the Porter to vary the amount of the payments from time to time as provided for within the Porter agreement.

I authorise DebitSuccess to vary the amount of the payments upon instructions from the Porter. I do not require DebitSuccess to notify me of such variations to the debit amount. I acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments.

I acknowledge that the Porter is to provide 14 days' notice if proposing to vary the terms of the debit arrangements.

I acknowledge that variations to the debit arrangement will be directed to the Porter.

I acknowledge that any request to stop or cancel the debit arrangement will be directed to the Porter.

I acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, you are advised to contact your financial institution.

I acknowledge that if a debit is returned by my financial institution as unpaid, I will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by DebitSuccess.

I authorise DebitSuccess to attempt to re-process any unsuccessful payments as advised by the Porter.

I acknowledge that if specified by the Porter, a setup, variation, dishonour, SMS or processing fees may apply as instructed by the Porter.