



I,..... name of member) of.....(name of business/company) Hereby agree to Out Of Office Pty Ltd (The O3 Network) acting as the marketing and booking agent for my Boardroom / Meeting Room / Office Suites / Training Room (delete as applicable) at location address: .....(the facility).

O3 will market my space to prospective tenants, benefiting from their widespread marketing and their focus on bookable meeting rooms which will benefit my business. I acknowledge that O3 will seek bookings directly and when a client books through the O3 Network system, 30% commission will apply. I also acknowledge that for long term arrangements of a single tenants regular use of my venue, the O3 Network at their discretion may apply commission of 15%.

The facility will be available to be booked by the hour from Monday to Friday \_\_\_am – \_\_\_pm outside of the times the facility is used by my business. I also do not consent / consent to out of business hours bookings.

I will have sole discretion in determining the booking fee charge out rate provided that:

- 1. I will notify O3 of any proposed changed to the booking fee charge out rate not less than 14 days prior to commencement of such change; and
2. The booking fee for any use of the facility will in no event be charged at less than the charge out rate for the time being notified to O3 and applicable under this agreement and any breach by me of this provision will entitle O3 to terminate this agreement and at the same time reserve its rights under the provisions of this agreement.

The O3 Network will invoice and collect payment from customers who have booked through them and will pay me a commission of 70% of the GST exclusive payment received from each customer. If I am registered for GST, O3 will pay the amount of GST I must pay on the commission, subject to me providing O3 with a valid tax invoice to enable O3 to obtain an input tax credit for the GST. O3 will be responsible for any credit card or booking fees.

This agreement is valid for twelve (12) months from the contract date. Unless I or O3 give to the other party written notice of termination of this agreement the term of the Agreement will automatically extend for a further twelve (12) months.

I and my staff agree to the following conditions of being an O3 Network Member:

1. To provide the facility at the dates and times booked; allowing the O3 customer ease of access;
2. To provide a clean, well presented room conducive to professional environment;
3. To ensure that a booking calendar is kept up to date to ensure double bookings do not occur
4. To clearly display an O3 Network welcome poster in the window on days when O3 clients are arriving
5. To supervise the bookings from a timekeeping perspective and to politely inform the customer when the customer's allocated time has expired;
6. To receive and deal with O3 customers professionally, respecting their right to privacy, to use the facility for the times booked and to host guests of their own within the facility;
7. To supply a jug of water & glasses for each booking of the facility
8. Wi-Fi access will be available, with pass code if applicable;
9. Access to toilets is provided;
10. To either meet & greet customers, or ensure that facilities are clearly directed by signage;
11. To be available to assist O3 customers with any problems and responsibly to supervise their premises;
12. To be responsible for our belongings and property & for ensuring that customers leave the premises: O3 is not liable for any theft or damage;
13. Public liability insurance must be in place and current (it is my responsibility to inform my insurance company of the additional use of the facility under the terms of this agreement);
14. To indemnify and keep O3 indemnified against all claims, costs, expenses, damages, loss or liability made against or incurred or suffered by O3 arising from the use of the facility by an O3 customer excepting where such claim, costs, expenses damages, loss or liability arises as a direct consequence of a negligent act or omission on the part of The O3 Network.
15. If required under the terms of any lease of the premises of which the facility forms a part I must notify the landlord of the additional use of the facility under the terms of this agreement.
16. Once payment had been made by the O3 customer the booking is final. If for any reason rescheduling is required for internal use the team at O3 will aim to facilitate the request, but if this is not possible the booking must be honoured. If for any reason a booking is not honoured, O3 retain the right to remove me from the O3 Network system and refunds will not be issued.

I acknowledge that:

- This agreement is intended to benefit my business by making room vacancies within my Serviced office, available to the O3 network. O3 takes all responsibility for the booking and payment system of the online bookable rooms and for ensuring that O3 customers agree to the O3Office terms and conditions. (Attached);
- I agree that any form of solicitation by my business directly to a O3 client to obtain future direct bookings is professionally unacceptable and will result in a termination of this agreement
- The whole of the terms of my agreement with O3 are as set out in this agreement and no brochures or other material form any part of it;
- This agreement may only be varied in writing which is signed both by me and by the O3 network.

The O3 Network will provide:

- 1. Widespread marketing and exposure Australia-wide
- 2. Listing of the facility on the O3 website
- 3. Immediate room availability confirmation
- 4. Once a booking has been made, full details of booking complete with a copy of the invoice to the client
- 5. Payment of receipted booking fees less the deductions made under the terms of this agreement into my account. (Please provide bank details for the direct transfer)

Account name.....

BSB.....Account Number.....

Receipt of this signed document will engage Out of Office Pty Ltd's services.

I agree to the abovementioned terms and to O3 acting as the marketing and booking agent for my premise.

Signed by  
(Signature).....Date.....

Name &  
Company.....

Accepted by..... *V Johnson*.....On behalf of Out Of Office Pty Ltd

Date.....