



O3OFFICE AGREEMENT

I,.....(name of member)of..... (name of business/company) Hereby agree to O3Office Pty Ltd (O3Office) acting as a marketing and booking agent to book the use of Conference Rooms, Training Rooms, Boardrooms, Office Suites facilities **(delete as applicable)** through the O3Office website at location address:

.....(the facility).

If applicable O3Office will also market my office vacancies to prospective tenants. I acknowledge that O3Office will seek tenants directly and if a client books a boardroom through O3Office and decides to become a tenant, 1 weeks rent + GST and 8% commission + GST for a period of up to one year will apply.

The facility will be available to be booked by the hour from Monday to Friday 9am – 5pm outside of the times the facility is used by my business; I have given notice of unavailability of the facility on the O3 booking system or times when my staff are unavailable to facilitate the booking. Bookings for use of the facility at a time after the end of the term of this Agreement must not be made except with the prior written consent of me or any member of my staff and if such a booking is made with consent then I must honour the booking and this Agreement will remain in operation to that extent only.

I retain the right to make bookings for use of the facility directly; however, I must promptly register any times of unavailability through the O3Office booking system.

A dedicated online calendar will be created which shows available times and allows customer to make bookings. This system takes credit card payments, sends confirmation emails and reminders to both the provider and the customer.

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

1. I will notify O3Office 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 O3Office and applicable under this agreement and any breach by me of this provision will entitle O3Office to terminate this agreement and at the same time reserve its rights under the provisions of this agreement.

O3Office will invoice and collect payment from customers who have booked through the O3Office booking system. O3Office will pay me a commission of 65 % of the GST exclusive payment received from each customer. If I am registered for GST, O3Office will pay the amount of GST I must pay on the commission, subject to me providing O3Office with a valid tax invoice to enable O3Office to obtain an input tax credit for the GST. O3Office will be responsible for any credit card or booking

fees if applicable. O3Office will invoice me for 1 weeks rent plus 8% commission + GST for the tenant conversions for the length of the tenancy up to one year, this amount will be invoiced a month in advance & are payable within 5 days.

This agreement is valid for twelve (12) months from the contract date. Unless I or O3Office 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 O3Office Network Member:

1. To provide the facility at the dates and times booked; allowing the O3Office customer ease of access;
2. To provide a clean, well presented room conducive to professional environment;
3. To ensure the O3Office calendar is maintained to ensure availability is current and that double booking do not occur;
4. To supervise the bookings from a timekeeping perspective and to politely inform the O3Office customer when the customer's allocated time has expired;
5. To receive and deal with O3Office 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;
6. To supply a jug of water & glasses for each booking of the facility; hot beverage facilities are not compulsory;
7. Internet access will be available, with pass code if applicable;
8. Access to toilets is provided;
9. To either meet & greet customers, or ensure that facilities are clearly directed by signage;
10. To be available to assist O3Office customers with any problems and responsibly to supervise their premises;
11. To be responsible for our belongings and property & for ensuring that customers leave the premises: O3Office is not liable for any theft or damage;
12. 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);
13. To indemnify and keep O3Office indemnified against all claims, costs, expenses, damages, loss or liability made against or incurred or suffered by O3Office arising from the use of the facility by an O3Office 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 O3Office.
14. 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.
15. Once payment had been made by the O3Office customer the booking is final. If for any reason rescheduling is required for internal use the team at O3Office 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, O3Office retain the right to remove me from the O3Office 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 business, available to the O3Office network. O3Office takes all responsibility for the booking and payment system of the online bookable rooms and for ensuring that O3Office customers agree to the O3Office terms and conditions. (Attached);
- If applicable I acknowledge that my business is responsible for the rent received by the long let tenants & O3Office will invoice me for their commission
- The whole of the terms of my agreement with O3Office 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 O3Office.

O3Office will provide:

1. Widespread marketing and exposure Australia-wide
2. Listing for the facility on the O3Office website
3. The benefit of being a member of Australia's only professional out of office network
4. Fully automated booking system with credit card payment
5. Dedicated calendar showing room availability
6. Notification and reminder email of bookings made
7. Monthly 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.....

I agree to the abovementioned terms and to O3Office acting as the marketing and booking agent for my premise.

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

Name &
Company.....

Accepted by.....On behalf of O3Office Pty Ltd

Date.....