

Coworking Member Agreement

1. Introduction

Welcome to KO & Co Work Hub! We're excited to have you join our community of ambitious, purpose-driven professionals. This agreement outlines the terms and conditions of your membership with us, so we all know where we stand.

By signing this agreement, you ("Member" or "User") agree to comply with these terms, along with KO & Co Work Hub's Community Guidelines and House Rules.

This agreement applies to:

Full-time and part-time members (Flourish, Breeze, Anchor, Satellite)

Casual users via the Focus Sprints and Day Escape

2. Definitions

- **KO & Co Work Hub / Operator:** Refers to KO & Co Work Hub Pty Ltd, South Melbourne.
- **Member:** An individual or business with an active recurring membership (monthly, six-monthly, quarterly or annually), providing ongoing access to KO & Co Work Hub under an agreed membership type.
- **User:** Any individual who accesses the premises through a Day Escape or Nomad Pack.
- **Visitor:** Any non-member individual who enters the premises temporarily, either by invitation of a member/user or as part of a tour, event or meeting. Visitors do not have independent access to workspaces and must be accompanied by a Member or KO & Co team member at all times.
- **Premises:** The entirety of the KO & Co Work Hub facility, including desks, common areas, meeting rooms, and amenities.
- **Membership Types:** Anchor (dedicated desk), Flourish (full-time), Breeze (8 days/month), Satellite (virtual).
- **Casual Access Options:** Day Escape (single day use), Focus Sprints (3- or 10-day bundle).
- **Common Areas:** Lounge areas, kitchen, restrooms, and other shared spaces within the Premises.
- **Dedicated Desk:** A permanent desk allocated to an Anchor Member.

3. Use of Membership

3.1 Membership Access

By becoming a Member or User, KO & Co grants you a non-exclusive, revocable right to access and use the Premises in line with your membership type or casual access

pass. This membership does create a lease or tenancy, and no real property rights are granted.

3.2 Scope of Use

For general office and business purposes only.

No illegal, unethical, or disruptive activities.

Memberships and passes are non-transferable.

3.3 Relocation Clause

Relocation may apply to dedicated desk members (Anchor Membership) only. KO & Co reserves the right to reassign a dedicated desk with 30 days' notice.

3.4 Personal Property

Members, Users and Visitors are responsible for their own belongings. KO & Co is not liable for lost, stolen, or damaged property.

4. Payments & Fees

4.1 Membership Fees

Membership fees are payable in advance based on the payment frequency selected at the time of joining (eg: monthly, six-monthly or annually). The amount and billing cycle will be outlined in your membership confirmation.

Monthly memberships are invoiced on the first day of each month

Six monthly and annual memberships are invoiced at the start of the agreed term

Day Escape and Focus Sprints access is prepaid at the time of booking or purchase

All fees include GST unless stated otherwise.

4.2 Late Payments

If payment is not received within five (5) working days of the due date, a flat late fee of \$25 will be applied. Continued failure to pay may result in suspended access or termination of your membership or pass.

4.3 Fee Adjustments

Membership fees may be reviewed annually. KO & Co will provide 60 days' notice of any fee changes.

5. Term & Termination

5.1 Term

Memberships are ongoing and renewed according to the agreed billing cycle (Monthly, six-monthly or annually), unless cancelled with the required notice.

Day Escape access is valid for the date booked

Sprint Packs have a two-week (3 pack) or eight-week (10 pack) expiry and can be used flexibly during this time.

KO & Co reserves the right to terminate access for any Member or User who breaches the terms of this Agreement, Community Guidelines, or House Rules.

5.2 Termination

Members may terminate with 30 days' written notice.

KO & Co may terminate immediately for breaches of this Agreement, Community Guidelines or House Rules.

KO & Co may revoke Day Escape or Focus Sprint access at any time if behaviour breaches the Community Guidelines.

5.3 Holdover

Members must vacate the premises and return any access keys, fobs, or equipment on their final day of membership. If you continue to use the space after your membership or access pass has ended, this will be considered a casual Day Escape and charged at the current daily rate. Continued unauthorised use may result in restricted access or account suspension.

6. Access & Services

6.1 Access Hours

All members and Users have access to the space between 8.30 AM and 5.30 PM, Monday to Friday. Access outside these hours is not permitted unless explicitly approved by KO & Co. KO & Co may review and adjust access hours based on member demand or operational needs. Any changes will be communicated in advance.

Each Member will be issued a fob, activated for use during these standard hours. Members must log into the system and book their attendance before arriving to ensure space and flow are maintained.

Users (Day Escape and Sprints) must also book in advance, but will not receive a fob. KO & Co staff will arrange access on arrival.

Lost or damaged fobs will incur a \$150 replacement fee.

6.2 Facilities

Whether you're here to smash out a to-do list, meet clients, or escape the kitchen bench, KO & Co gives you access to everything you need for a productive, feel-good workday.

Here's what's included (based on your membership or pass type):

- **Desk access** in our open-plan space (bookings essential)
- **High-speed Wi-Fi** and docking stations with monitors, keyboards, and mice
- **Meeting rooms** available via our online booking system — credits or discounted rates apply depending on your plan
- **Communal kitchen** stocked with tea, coffee, snacks, and good vibes
- **Printing and scanning** facilities
- **The 4PM Happy Hour** — because connection isn't just for cables

Need a little extra? Members can add on **locker hire** or choose from optional virtual office packages (coming soon).

6.3 Internet

Shared Wi-Fi is provided "as-is." Members and Users are responsible for their own cybersecurity.

7. Conduct

7.1 Community Guidelines

All Members and Users agree to comply with KO & Co's Community Guidelines and House Rules at all times.

7.2 Respect & Professionalism

KO & Co is a workplace built on mutual respect, trust, and good energy. We welcome people from all walks of life and expect everyone to treat others with kindness, care, and consideration.

Here's what that means in practice:

No harassment, discrimination, or bullying - ever.

No aggressive or disruptive behaviour. This includes language, tone or actions that make others feel uncomfortable or unsafe.

Professional doesn't mean stuffy. We're casual, fun and friendly. But always respectful.

We're here to build a community, not just a workplace. Anyone who behaves in a way that undermines that will be asked to leave and may have their membership or access revoked.

7.3 Cleanliness

This is your workplace and everyone else's, too. So let's keep it looking and feeling good.

Here's the vibe we're going for:

- Tidy desk, tidy mind. Clean up after yourself at your desk and in shared spaces.
- Kitchen rules apply. Wash or put your dishes in the dishwasher. Clean up spills, and don't leave mystery science experiments in the fridge.
- Meeting rooms and shared spaces should be left how you found them.

If spaces are consistently left messy or misused, we reserve the right to charge a cleaning fee, but we'd much rather not.

8. Insurance & Liability

8.1 Insurance

KO & Co holds building and public liability insurance, but Members and Users are responsible for insuring their own property and equipment.

8.2 Limitation of Liability

KO & Co will not be liable for any indirect, incidental, or consequential damages arising from or related to your use of the Premises.

8.3 Indemnity

All Members and Users agree to indemnify and hold harmless KO & Co, its directors, and its employees against any claims arising from their actions while using the Premises.

9. Legal and Administrative

9.1 Jurisdiction

This Agreement is governed by the laws of the State of Victoria, Australia. Any disputes will be subject to the exclusive jurisdiction of the courts of Victoria.

9.2 GST

All fees and charges under this Agreement are Inclusive of GST, unless otherwise stated. If GST becomes payable on any amount, it will be included in the final price charged.

9.3 Amendments

KO & Co reserves the right to update this Agreement, the Community Guidelines, or House Rules. Members and Users will be notified of any changes, and continued use of the space will be deemed acceptance.

9.4 No Subleasing

Memberships and access passes are non-transferable and may not be subleased or shared with any third party.

9.5 Entire Agreement

This Agreement and any add-ons or optional services agreed to in writing form the entire understanding between you and KO & Co Work Hub.