

# Generator Hot Desk Membership Terms

Generator Hot Desk membership is a product offered by Generator and is the ultimate flexible monthly office space: Work wherever you want in our dedicated hot-desking or common areas, with access to that location's amenities.

## The Membership

The member contracts with Generator New Zealand Ltd, or referred to here as "Generator". Capitalised words not otherwise defined have the meaning set out in the Reference Schedule. The Reference Schedule will supersede these terms in the event they are inconsistent with one another.

A Generator Hot Desk membership entitles the member to access to the use Generator's hot desks and member common areas and amenities at all available Generator premises ("Premises"). As hot desks are not permanently allocated to one person, you must remove all belongings from the Premises at the end of each day. Generator may, from time to time, remove, alter or relocate designated hot desk areas within any of its Premises.

Bookings are to be made via the member portal, GenHUB. Bookings are on a first-come, first-served basis, and Generator does not guarantee availability.

You may use hot desks for the maximum number of Hot Desk days per month as set out in the Reference Schedule, broken-down into half days (four-hours). Hot desk bookings may be made on a half day basis.

Any monthly Hot Desk days not used in a month will expire at the end of the month and not rollover to the next month. Additional days may be purchased at the applicable member rate.

This membership is contractual only and is personal to the member. This membership may not be transferred to any other person. If you suffer an effective change of control (whether through a change in beneficial shareholding or management control) that will be deemed a transfer for these purposes.

## Your Membership Application

By completing and submitting an application for membership, the member agrees and acknowledges that the member, and any of the member's guests

who will be using the Premises under the member's Membership, have read and understood, and agree to be bound by, these Membership terms and conditions.

## Access and Hours of Trade

The hours of trade are subject to change from time to time and may be extended by agreement, however standard hours of access are: Monday – Friday: 8.30am - 5:30pm

Location details of the Premises are available on the GenHUB portal. Hot Desk members must check-in at reception on arrival at which time they will receive a 'Day Pass' security access card.

## Membership Term, Renewal and Suspension

Each Generator Hot Desk membership commences on the Start Date and continues for an initial 3-month period. Membership will roll over on a monthly basis until either Generator or the member terminates the membership by giving not less than one month's written notice.

The member can suspend a Hot Desk membership for up to one month in any 12-month period.

## Membership Payment

Upon completion and submission of the membership, the membership fees become payable immediately. Once the member has provided its payment details, the member accepts and consents to being charged a one off Set Up fee and membership fees in the form of a direct debit from the member's nominated credit card or bank account. The member's first membership fee will be prorated for the remainder of the calendar month. Subsequently, the membership fee will be direct debited on the 1st day of every month thereafter for the term, subject to a temporary membership suspension. It is within Generator's discretion to amend the membership fees at any time, and Generator

will notify the member in advance if there are to be any changes to the amount, date or frequency of the payment of the membership fees. Such changes to payment must not take effect for at least one month following Generator's notification to the member.

Failure to pay the membership fee (or any other amounts owed to Generator) may result in the member not being admitted to the Premises and/or (at Generator's discretion) the membership being terminated.

### **Inclusions and Pay As You Go Services**

Hot Desk Membership entitles the member to the inclusions in the Reference Schedule.

Generator will also make available a range of Pay as you Go Services for the Premises, for example: café & bar, printing, dry-cleaning and courier services. The details and cost for the Pay as you Go Services for the Premises are subject to change from time to time at our discretion and are available on request or at point of sale. Some Pay as you Go Services are supplied by third parties. For these services Generator will attempt to ensure that a quality service is supplied but will not be responsible for the performance by that third-party supplier.

All Pay as you Go Services incurred by you as part of your membership are to be paid on the 20th of the month in which an invoice is issued (unless otherwise specified).

### **Use**

The Premises are only to be used for general business office use, and in compliance with the House Rules.

You are entitled to bring guests onto the Premises for meeting room or event bookings up to the capacity of the space(s) booked. You are also entitled to bring a reasonable number of guests onto the lounge and common areas of the Premises for a period of up to two hours. If you continue to use the lounge or common area beyond this two-hour period, Generator reserves the right to treat such usage as a hot desk, and charge accordingly. However, Generator has the right to refuse or restrict entry for any reason.

You are required to make good any damage caused by you (or any of your guests) to the Premises.

### **House Rules**

You must always comply with the House Rules or you (and/or your guests, if applicable) may be excluded from the Premises. The House Rules can be found at [ww2.generatornz.com/house-rules](http://ww2.generatornz.com/house-rules) and may be updated by Generator from time to time.

You must also comply with any other policies and procedures set by Generator from time to time relating to the use of the Premises, as well as any rules and regulations imposed by the owner of the Premises from time to time and notified to you.

### **Risk and Liability**

Your use of Premises is entirely at your own risk and you are responsible for the security of all items you or your guests bring onto the Premises. Generator is not responsible for any damage to or theft of any such items.

You must reimburse Generator against all reasonably foreseeable costs, losses, damages and expenses suffered or incurred by Generator resulting from any breach by the member of these membership terms.

### **Health and Safety**

The member must comply with any health and safety plan which Generator may have in place and all health and safety related procedures, notices or directives issued by Generator from time to time, and will do all things necessary to comply with the Health and Safety at Work Act 2015 ("HSWA") including, but without limitation:

- (a) taking all reasonable steps to ensure that any person in the Premises is not harmed by any hazard;
- (b) notifying Generator immediately if the member becomes aware of any hazard or risk in the Premises which might, or may have the potential to, harm any person and which Generator would be liable to remedy.

### **Member Events**

The member acknowledges that Generator may film, video or photograph member events and other activities at the Premises for use in Generator's membership programmes, advertising, promotions, public relations and other commercial/business

purposes. If the member takes part in any events or agrees to be interviewed, the member consents to Generator using the member's name, image and limited other information in any materials produced by, or for Generator, for any purpose without the member's further consent and the member waives the right to receive any payment from Generator in connection with such publication.

### Privacy

By becoming a member of Generator, the member agrees that Generator can hold the member's personal details for Generator to use in connection with the member's membership. Generator may use that information to keep in contact with the member, communicate community events and member offers, comply with Generator's obligations under the law and to otherwise fulfil Generator's other obligations under this Agreement.

The member has a legal right to a copy of all the personal information Generator holds about the member, and Generator may request the correction of any errors in that information.

### Representations and Warranties

All warranties, conditions and other terms implied by statute or common law shall be, to the extent permitted by law, excluded from these membership terms. Without limiting the foregoing, the member agrees that as this membership is for business purposes, the provisions of the Consumer Guarantees Act 1993 do not apply.

### Contacting Generator

Should the member have any questions regarding the membership, the House Rules or would like to refer a new member please contact your Account Manager in the first instance.