

# Generator Resident Desks Terms

Generator Resident Membership is a product offered by Generator.

## The Membership

You, the member, contract with Generator New Zealand Ltd, referred to in these terms as "Generator". Capitalised words not otherwise defined will 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.

This Resident membership entitles you to access to the Premises and the use of the Designated Space (and Carpark/s if applicable), including the Core Inclusions and any Other Items specified in the Reference Schedule. Under this membership, you will be entitled to the exclusive use of the number of Resident Desks specified in the Reference Schedule.

This membership cannot be assigned or transferred to anyone else without our prior consent, which we will not withhold unreasonably. If you suffer an effective change of control (whether through a change in beneficial shareholding or management control) that will be deemed an assignment for this purpose.

## Membership Application

By signing this form, you acknowledge that you, and any of your guests who will be using the Premises and the Designated Space, have read and agree to be bound by these membership terms and conditions.

## Access and Hours of Trade

You may access the Designated Space at all times unless access to all or part of the Location is restricted by Generator as a result of an emergency or to undertake urgent works.

## Membership Term

This Resident membership commences on the Start Date and ends on the End Date. If you continue to use the Designated Space after the End Date with Generator's consent, your membership and use of

the Designated Space will be on these same terms and conditions except that Generator may choose to increase the Membership Fee as it considers reasonable (not above the then current rack rate) and you or Generator may terminate this membership on 3 months' written notice.

If before the End Date we agree to enter into a new membership then the Reference Schedule will be updated with the new Start Date, the End Date, the Membership Fee and any other new agreed terms.

## Membership Payment

Upon signing of this membership, the Setup Fee (to cover costs of establishing your membership) and Security Deposit, each as set out in the Reference Schedule, become payable immediately or 10 business days prior to your Start Date, whichever is later. The Membership Fee, together with the fee for Other Items, is to be paid in advance by electronic funds transfer or direct debit from your nominated account on the 1st day of every month. If you pay via direct debit you will need to provide all required details to Generator to facilitate this. 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).

If you default in payment of the Membership Fee or any other money payable under these membership terms and conditions for 10 days or more then you may be required to pay interest at the rate of 12% per annum on the money unpaid from the due date of payment to the actual date of payment.

Failure to pay the Membership Fee following notice by Generator to you will result in you not being permitted to access the Premises and may result in your membership being terminated as set out below.

Your Security Deposit will be refunded to you following termination or expiry of your membership, less any monies outstanding under your membership, including

in relation to unpaid Membership Fees, fees for Other Items or Pay as you go Services, and to cover any make good obligations not performed by you.

### Membership Fee Review

The Membership Fee may increase at the times by agreement or by the percentage specified in the Reference Schedule on the anniversary of the Start Date if the Term is greater than 12 months.

### Core Inclusions and Pay As You Go Services

This Resident membership entitles you to the Core Inclusions contained in the Reference Schedule. You are also entitled to any Other Items (for the fees) contained in the Reference Schedule.

Generator will also make available a range of Pay as you Go Services for the Premises, for example: café & bar, 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.

### Carparks

If your membership includes any carparks as set out in the Reference Schedule, then you must comply with the relevant Carpark Terms. The Carpark Terms can be found at [ww2.generatornz.com/carpark-terms](http://ww2.generatornz.com/carpark-terms).

### Use

The Premises and the Designated Space are only to be used for general business office use, and in compliance with the House Rules. The House Rules can be found at [ww2.generatornz.com/House\\_Rules](http://ww2.generatornz.com/House_Rules).

You are entitled to bring guests onto the Premises on a reasonable basis provided that at all times you and your guests comply with the House Rules and any reasonable directions and conditions set by Generator.

Only the named individuals may use the allocated desks at any one time. The named individuals are recorded in Generator's CRM system and may be

changed by you from time to time by notice to your Account Manager. All desks/s within the Designated Space are to be kept in a clean and tidy condition and at the end of the Term are to be returned to Generator in the same condition they were in as at the Start Date (less fair wear and tear).

You are required to make good any damage caused by you (or any of your guests) to the Premises, the Designated Space or any property within the Premises (not owned by you). You are not entitled to make any alterations or modifications to the desks or Premises or construct any associated improvements without our written consent.

### House Rules

You must comply with the House Rules at all times, 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 and the Designated Space and conduct of the members, so as to ensure the safe and orderly use of the Premises and the Designated Space for everyone. Some of these policies and procedures apply to all Generator Premises, whereas others may only be applicable to a particular location.

You must also comply with any rules and regulations imposed by the owner of the Premises from time to time and notified to you.

### Risk and Liability

You must hold a policy of public risk insurance applicable to the Designated Space and the business carried on there for the amount as set out in the Reference Schedule (being the amount which may be paid out arising out of any one single accident or event). You and your guests must not do or permit to be done anything upon the Designated Space or the Premises so that any insurance effected by you or by Generator may be rendered void or voidable or (except with Generator's prior written approval) whereby the premium payable on any such insurance may be liable to increase.

You are responsible for the security of all items you or your guests bring onto the Premises and the

Designated Space. Generator is not responsible for any damage to or theft of any such items.

Your use of the Designated Space and the Premises is entirely at your own risk.

Generator is not liable for any loss of or corruption to your data, or for any loss of profits, indirect or other special loss you may suffer. If Generator is found liable to you in any way Generator's maximum aggregate liability shall be limited to the Membership Fees paid by you for the 6-month period prior to the claim.

You will reimburse Generator for all reasonably foreseeable costs, losses, damages and expenses suffered or incurred by Generator resulting from your use of the Premises, or resulting from any breach by you of these membership terms.

## Health and Safety

You 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 including, but without limitation:

- (a) taking all reasonable steps to ensure that any person in the Premises is not harmed by any hazard; and
- (b) notifying Generator immediately if you become 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.

## Relocation

You acknowledge that Generator may, from time to time, alter the position of the desks available for use under this Resident membership provided that Generator will endeavour to ensure that if you have more than 1 desk with your membership then they will be grouped in close proximity of each other.

## Private Hire

Generator may at times close all or part of the member lounges within the Premises to members and their guests for private events.

If Generator closes part of the Location for private events Generator will endeavour to accommodate you and your guests in another location where possible.

## Breach of Membership Terms

If you materially breach these membership terms, the House Rules, any rules and regulations imposed or associated policies and procedures set by Generator under these membership terms and such breach is not rectified within a reasonable time following notice by Generator to you, Generator may temporarily suspend your access to the Premises until the breach is rectified or terminate this membership.

## Dispute Resolution

If there is any dispute arising between you and Generator and in respect of any matter arising out of or from these membership terms and conditions then, if appropriate, the parties shall in good faith in the first instance attempt to resolve the dispute themselves.

## Privacy

Generator may use the information you provide to arrange and provide you and your guests, access to the Premises, the Core Inclusions and Pay as you Go Services, to keep in contact with you, to comply with Generator's obligations under the law, for marketing purposes and to otherwise fulfil Generator's other obligations under these membership terms and conditions. Generator may also film, video or photograph member events and activities at the Premises for use in Generator's membership programs, advertising, promotions, public relations and other commercial/business purposes. If you take part in any interviews or events, you agree that Generator may use your name, image and limited other information and you consent to Generator publishing any materials produced by, or for Generator, for any purpose without your further consent and you waive your right to receive any payment from Generator in connection with such publication.

Generator loves to hear what all of its members and guests get up to at the Location. Whilst you have a membership, Generator requests that you give Generator your views of Generator and your experiences at the Location.

## **Consumer Guarantees Act and Fair Trade Act**

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 above, you agree that as this membership is for business purposes and it is fair and reasonable that:

- the provisions of the Consumer Guarantees Act 1993 do not apply; and
- sections 9, 12A and 13 of the Fair Trading Act 1986 do not apply to the obligations of the parties under these terms.

## **Confidentiality**

The terms of your membership are confidential to both you and Generator.

## **Entire Agreement**

These terms are the entire agreement and understanding between Generator and you about your membership. These terms replace any negotiations, representations, commitments, understandings and agreements between us relating to your membership.

## **Contacting Generator**

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