

# Generator Premium Corporate Membership Terms

Generator Premium Corporate Membership is a product offered by Generator providing space as a service, with the provision of on-demand commercial office space, meeting rooms, and corporate event venues.

## 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 Premium Corporate membership entitles you to 5 Named Users and one generic company login to Generator's member portal, GenHUB, to book Event Space and Meeting Rooms (subject to availability) at all available Generator premises ("Premises"). Your nominated Account Manager should be contacted for corporate events or to facilitate office space needs for project, transitional or emergency accommodation.

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

Any monthly credits not used in a month will expire at the end of the month and not rollover to the next month.

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 this purpose.

## Your Membership Application

By signing this form, you acknowledge that you, and any of your guests who will be using the Premises, have read 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. Corporate members must check-in at reception on arrival at the Premises.

## Membership Term and Renewal

Each Generator Corporate membership commences on the Start Date and continues for an initial 6-month period. Membership will roll over on a monthly basis until either Generator or the member terminates the membership by giving not less than two months' written notice.

## 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 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. 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

This Corporate membership entitles you to the Inclusions 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, printing. 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.

Only the Named Users have access to lounges/ common areas, for up to two hours per visit (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). The Named Users are recorded in Generator's CRM system and may be changed by you from time to time by notice to your Account Manager. The "company" log-in may be used to book meeting rooms and hot desks for all member personnel.

You are entitled to bring guests onto the Premises for meeting room or event bookings up to the capacity of the space(s) booked. The Named Users 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. 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 on the

GenHUB portal and at <https://generatornz.com/terms/> 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 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.