

Terms of use

General Terms of Use

1. Your covenants

1.1. You agree that:

- 1.1.1. We make no guarantees about the Facilities, Additional Services, or the Loft Workspace generally.
- 1.1.2. Only you can use the Facilities and Additional Services.
- 1.1.3. You are responsible for your employees, agents, clients, and guests.
- 1.1.4. Facilities and Additional Services may need booking and are subject to availability.
- 1.1.5. We can limit access for maintenance or repairs, with notice, and will try to minimise business disruption.

2. Your obligations

2.1. You must:

- 2.1.1. Use Facilities and Additional Services only for business purposes.
- 2.1.2. Not modify the Loft Workspace.
- 2.1.3. Ensure compliance with our policies.
- 2.1.4. Comply with:
 - 2.1.4.1. This Agreement.
 - 2.1.4.2. Our directions.
 - 2.1.4.3. Safety arrangements.
 - 2.1.4.4. Signs in the Loft Workspace.
 - 2.1.4.5. Manufacturer's instructions.
 - 2.1.4.6. All applicable laws and regulations.
 - 2.1.4.7. Our by-laws and policies.
 - 2.1.4.8. Keep your area clean and in good repair.
 - 2.1.4.9. Notify us of any issues.
 - 2.1.4.10. Minimize inconvenience to others.
 - 2.1.4.11. Not interfere with Our activities.
 - 2.1.4.12. Ensure your employees, agents, clients, and invitees comply.

3. Indemnities, Risk and Liability

3.1. You indemnify us against losses from:

- 3.1.1. Your or your employees, agents, clients, and invitees negligent or unlawful acts.
- 3.1.2. Infringement of third-party rights.
- 3.1.3. Breach of this Agreement.
- 3.1.4. Breach of legislation.

3.2. You release us from liability for:

- 3.2.1. Damage, loss, injury, or death unless caused by us.
- 3.2.2. Actions under this Agreement.
- 3.2.3. Unavailability or malfunction of Facilities or Services.
- 3.2.4. Unclean Common Areas.

3.3. No party is liable for consequential or special losses, including business profits or information.

3.4. You acknowledge:

3.4.1. Use of Facilities and Additional Services is at your own risk.

3.4.2. Any property you bring to the Loft Workspace is at your own risk.

3.5. Subject to applicable Legislation:

3.5.1. We's liability is limited to fees paid in the last 12 months.

3.5.2. We is not liable for special, indirect, or consequential damages.

3.5.3. We is not liable for loss of profits, revenue, goodwill, opportunities, or data.

4. Insurance

4.1. You must maintain required insurances, including workers compensation, during the Agreement term.

4.2. Provide insurance certificates upon request.

Internet Terms of Use

1. Terms of Use

- a. These Terms govern the use of "The Loft Workspace Wifi" ("Service").
- b. The Service is provided by The Loft Workspace ("Provider", "we", "us").
- c. By using the Service, you accept these Terms. If you do not accept them, stop using the Service immediately.
- d. We may change these Terms at any time. You should review them periodically. Continued use of the Service means you accept the amended Terms.

2. Using the Service

- a. You need a device capable of accessing the internet to access the Service. Do not use a device you do not own without the owner's permission.
- b. We may limit or restrict your access to the Service, including data rates, connection time, and access to certain websites at our sole discretion.

3. Unacceptable Usage

- a. Use the Service reasonably and in line with community standards. Do not use it for illegal purposes or in a way that could offend others.
- b. Unacceptable uses include:
 - i. Breaching any law, code, or regulation.

- ii. Overloading the Service with excessive data.
 - iii. Promoting offensive or illegal behaviour.
 - iv. Harassing or threatening others.
 - v. Exploiting people.
 - vi. Sharing nudity, violence, or offensive content.
 - vii. Promoting illegal copies of copyrighted material.
 - viii. Encouraging criminal activity.
 - ix. Violating privacy or confidentiality.
 - x. Compromising security systems.
 - xi. Sending junk mail or unauthorised messages.
 - xii. Altering the Service.
 - xiii. Reselling the Service.
- c. We may suspend or terminate your access if you breach these Terms or use the Service in a manner we determine is unacceptable.

4. Liability

- a. The internet is inherently insecure. Use the Service at your own risk. We are not responsible for any misuse, loss, or corruption of data.
- b. We are not liable for any loss or damage from using the Service, including, but not limited to viruses or malicious software.
- c. We do not guarantee the accessibility, security, stability, or reliability of the Service.
- d. We are not responsible for interruptions, delays, or failures in the Service.
- e. Except for Non-excludable Rights under relevant legislation, we exclude all other liabilities.
- f. Our maximum liability to you is limited to the amount you paid us in the last 12 months or one dollar, whichever is higher.
- g. For breaches of Non-excludable Rights, our liability is limited, at our option to,
 - i. where the breach relates to goods, the repair or replacement of the goods or paying the cost of having the goods repaired or replaced, or
 - ii. where the breach relates to services, supplying those services again, or paying the cost of having those services supplied again.
- h. You indemnify us against all actions, claims, suits, demands, damages, liabilities, costs or expenses, including reasonable legal fees, arising out of, or in any way connected to your use of the Service or information or content available by means of the Service, or the use of the Service by anyone using your device.



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5. General

- a. These Terms are governed by the laws of New South Wales, Australia and the parties agree to be bound by the non-exclusive jurisdiction of the Courts of New South Wales.
- b. If any part of these Terms is unenforceable, it will be read down to the extent necessary to make it valid and enforceable and to the extent that it cannot be so read down, will be severed from these Terms.

