

## BOOKING FORM: SHARED OFFICE SPACE

COMPANY INFORMATION:		
Company / Business name:		
Contact name:		
Street Address:		
Telephone number:		
Fax number:		
Email:		
QTY	OFFICE REQUIREMENTS:	COST (EACH)
<input style="width: 30px; height: 30px;" type="checkbox"/> 1 or 0	<p><b>Private Office (only 1 available)</b>                      Productive air conditioned workspace                      Work desk, chair, bookcase/credenza, 2 x visitors chairs                      Broadband/WIFI access                      Mailing and courier address                      Fair-use power and water included                      Separate male and female toilets, plus shower                      Kitchenette with fridge, microwave, coffee maker                      Complimentary on-site tea coffee and biscuits                      Cleaning services / Off Street carpark space  <b>BYO</b> computer and mobile phone</p>	<p>MONTHLY HIRE \$850.00 + GST ____ months *</p> <p style="text-align: center;"><b>or</b></p> <p>WEEKLY HIRE \$215 + GST ____ weeks *</p> <p>*specify period</p>
<input style="width: 30px; height: 30px;" type="checkbox"/> 1 to 3	<p><b>Work Station (3 available)</b>                      Productive air conditioned work station                      Work desk, chair and bookcase                      Broadband/WIFI access                      Mailing and courier address                      Fair-use power and water included                      Separate male and female toilets, plus shower                      Kitchenette with fridge, microwave, coffee maker                      Complimentary on-site tea coffee and biscuits                      Cleaning services / On Street parking  <b>BYO</b> computer and mobile phone</p>	<p>MONTHLY HIRE \$450.00 + GST ____ months *</p> <p style="text-align: center;"><b>or</b></p> <p>WEEKLY HIRE \$115.00 + GST ____ weeks *</p> <p>*specify period</p>
<input style="width: 30px; height: 30px;" type="checkbox"/>	<p><b>Additional</b> - Virtual PABX phone with landline                      (call costs are <b>additional</b> and will be charged the month after)</p>	<p>MONTHLY HIRE \$45.00 + GST</p>
<p>Other Services Available at discounted rates:                      Colour Print/Copy/Scan up to A3 size                      Board Room Hire / Fax Service / Courier Service                      Administrative Support / Computer Hire</p>		<p>See separate booking form</p>
<p>I have read and agree to the terms and conditions overleaf and agree to duly execute the Llewoc4 Pty Ltd Non-Exclusive Licence Agreement for Shared Office Space</p>		
<p>NAME: _____ SIGNATURE: _____ DATE: _____</p>		
<p>Send completed form to:      Email : helen@kdcowellassoc.com.au      Fax : 02 9457 7100                      Post: P O Box 330, BEROWRA NSW 2081                      Deliver: 11/12 Yatala Road, Mount Kuring Gai</p>		

## BOOKING FORM: SHARED OFFICE SPACE

**Terms and Conditions** (a reproduction of the Llewoc4 Pty Ltd Non-Exclusive Licence Agreement for Shared Office Space, which will be duly executed upon confirmation):

### THE PARTIES AGREE AS FOLLOWS

1. In consideration of the Licence Fee, the Licensor licences and permits the Licensee to occupy the office shown in the plan and coloured red, being part of the premises at 11/12 Yatala Road, Mount Kuring Gai ("the Office") together with the toilets, corridors leading to the office and between the office and the toilets, and the toilets and the lunch area, together with the equipment in the kitchenette comprising microwave, dishwasher, fridge, vacuum cleaner, kettle, toaster, other kitchen equipment and the furniture during the periods set out below.
2. The Licence Fee is inclusive of fair use electricity, water, rates, common area cleaning, air conditioning and weekly cleaning.
3. Fair Use electricity means powering usual office related devices and equipment and running air conditioning during normal business hours (M-F 8am to 6pm).
4. Basic kitchen consumables (coffee, tea, sugar, milk and cold water) are supplied on an "on-site" usage basis. Kitchen equipment is to remain on-site at all times.
5. The date the first Licence Fee payment is due is **Will specify in your Agreement**
6. The Licence Fee is to be paid as follows:-  
 First payment date: **Will specify in your Agreement**  
 Subsequent payment frequency: Weekly / fortnightly / monthly  
 Payments to be made on: First day of Month or Monday of each week  
 Payments can be made by credit card through merchant facilities or via EFT/Direct Deposit to:  
**Will specify in your Agreement**
7. The Licensee must pay bond of an amount equal to one month or four week's Licence Fee to the Licensor.
8. In the event the Licensee misplaces or loses their allocated key set, a Key Replacement fee of \$200 will apply and become payable immediately. Should such fee not be paid by Licensee it may be deducted from the bond if necessary.
9. The period of the agreement is from **Will specify in your Agreement** until **Will specify in your Agreement**. Licence Fee will be reviewed at 12 months.
10. The Licensee must ensure that care is taken to avoid damaging the Office and any common areas.
11. If the Licensee becomes aware of damage to the Office, the Licensee must give notice to the Licensor of any damage to the Office as soon practicable.
12. The Licensor must ensure that the office is in a reasonably clean and tidy condition on the day on which it is agreed that the Licensee is to enter into shared use of the office.
13. The Licensee must keep the office in a reasonably clean and tidy condition during the period of agreement and ensure that it is in similar condition when the licence period ends.
14. The Licensee must not use or allow the office to be used for any illegal purpose.
15. The Licensee must not use or allow the office to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring offices or with any other persons who have a right to occupy or share the Office.
16. The Licensee must not allow any person other than the Licensor or their nominee to use the Office or the common areas without the written consent of the Licensor.
17. The Licensee must pay on demand interest on any moneys payable by the Licensee which remains unpaid for 14 days after the due date at the rate of 0.4% per week or part thereof, computed from the due date for payment and accruing on a weekly basis until paid.
18. The Licensee must keep waste in proper bins.
19. If the Licensee is in breach of any part of this agreement or in default of any licence payment to the Licensor for a period of seven days or more, the Licensor may elect to treat this agreement as being at an end. The licensor may rescind the agreement for breach and immediately licence the right to some other person upon such reasonable terms as the Licensor thinks fit, whereupon the parties covenant that the Licensee shall be liable to the Licensor for breach of contract and shall upon the entry of judgment pay costs on a solicitor-client basis.
20. The Licensee shall hold the Licensor harmless, and indemnify the Licensor against any claim, loss or expense arising out of the Licensee incurring legal liability to any persons as a result of any act, omission, neglect, fault, failure or negligence of the Licensee in exercising the right or in occupying the office or using the common areas.
21. The Licensee shall hold the Licensor harmless, and indemnify the Licensor against any claim, loss or expense arising out of the Licensor incurring legal liability to any persons as a result of any act, omission, neglect, fault, failure or negligence of the Licensee, its servants or agents in exercising the rights contemplated by this agreement.
22. The Licensee must give the Licensor 14 days' notice of the Licensee's intention to assign it's rights and benefits under this licence. The Licensor does not have to agree. If the Licensor does agree to an assignment, the prospective assignee must enter into an agreement in the form of this present agreement.
23. This agreement may only be amended by a document in writing and signed by the parties.
24. The Licensor and Licensee may, by written agreement, renew or extend the period of occupation stated in clause 9, as mutually agreed.
25. Time shall be of the essence of all the Licensee's obligations under this Agreement. Waiver by the Licensor of any default by the Licensee shall not be deemed to be a waiver of any continuing or recurring default.
26. This Agreement shall be governed by and construed in accordance with the law of the State of New South Wales. The parties consent to any proceeding arising from this agreement or touching the supply of goods and services as between the Licensor and the Licensee to be litigated in the Local Court of Hornsby notwithstanding that the amount involved might exceed the jurisdictional limit of that Court.
27. Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.
28. The rights hereby conferred shall rest in contract only and nothing in this Licence Agreement shall create, or shall be construed as creating, any tenancy between the parties or shall confer upon the Licensee any rights or interest in the Office and is subject to the rights of the Licensee hereby granted.
29. The Licensor shall be entitled to the full use and enjoyment of the office for such purpose or purposes as it shall think fit.
30. Any notice by either party to the other pursuant to this Agreement may be given by forwarding the notice by pre-paid post to the addressee at its registered office or place of business or such other address as specified here:-  
 Licensor Address for Service:  
 11/12 Yatala Road, Mount Kuring Gai NSW 2080  
 Licensee Address for Service: **Will specify in your Agreement**
31. This agreement constitutes the entire agreement between the parties. The licence granted by the Licensor is granted on these terms and conditions and on none other. This agreement supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this agreement.
32. The words Licensor and Licensee shall be deemed to extend to and include the successors and assigns of the Licensor and Licensee respectively.
33. Unless the context otherwise requires:-  
 (a) words denoting the singular shall include the plural and vice versa; and  
 (b) words denoting any gender shall include all genders.