

Terms and conditions

ALL BUREAUX MEMBERS

1. Introduction

These Terms and Conditions, as amended from time to time, govern all aspects of Bureau membership. They are intended to protect the Applicant as a member of Bureau, and Bureau itself. Each member of Bureau is responsible for remaining aware of the Terms and Conditions. The Terms and Conditions are effective as at the date of publication and may be amended from time to time and published on the website at www.bureaux.com. Every effort has been made to ensure the information provided in relation to Bureau membership is correct. However, to the extent permitted by law, Bureau Operating Pty Ltd accepts no responsibility for any inaccuracy.

2. Definitions

In these Terms and Conditions, unless the context otherwise requires:

- **'Benefits'** means any of the facilities, discounts, services or arrangements offered or available to the Member from time to time as a result of Bureau membership;
- **'Card'** means Bureaux™ membership card issued to the member;
- **'Member'** means the person who has been issued with a card and who is a member of Bureaux™.

3. Membership

Membership is open to individuals who are over 18 years of age.

4. Changes to the Terms and Conditions

Bureau reserves the right at all times to vary the Bureau membership Terms and Conditions or Benefits offered at any time. Bureaux will use reasonable endeavours to advise Members of any such changes, but will not be liable in any way for any failure to do so.

5. Membership

Membership is non-refundable and, except as specified in these Terms and Conditions, is not transferable. Upon acceptance of enrolment in Bureau membership, each Member will be assigned a membership number and issued with a Card. The card, along with surname, date of birth, and date of joining will be used for security of membership information. It is the Member's responsibility to ensure the Card is kept secure. Each Member shall be responsible for advising Bureaux administration in writing of any change of name or address. Documentation verifying a name change is required. It is a condition of membership that the Applicant consents and authorises Bureaux to use and disclose to any other person (including without limitation a related body corporate, agent or contractor) the information on the application form and other information provided to Bureaux™ for the purpose of:

- Bureaux providing services;
- Bureaux improving Bureaux customer service, including by means of research, marketing, product development and planning;
- Bureaux marketing its products or services or the products or services of its partners; and
- Any third party providing services to Bureaux and Members in connection with the administration of Bureaux membership.

This information will be transferred to or from Bureaux locations world-wide for these purposes. If all or any part of the requested information is not provided by the Member, the services provided to the Member by Bureaux may be affected. Bureaux will provide the Member with access to and correction of personal information held by Bureaux on request by the Member to the extent permitted or required by law. Only the Member named on the account will be entitled to access account information. However, where required by law (e.g. criminal matters) your account information may be shared with others with or without your knowledge and consent. You must take responsibility for your actions on the network and systems you access through Bureaux. If you act recklessly or irresponsibly or your actions endanger Bureaux's network or systems, your access may be suspended or terminated at any time, without notice and at the discretion of Bureaux management. Bureaux requires you to act responsibly when consuming resources on Bureaux's premises. If you unreasonably consume resources beyond what is deemed reasonable Bureaux will talk with you about alternative arrangements, which may include a higher-user additional payment.

6. Use of the Card and Benefits

By using the Card, the Member agrees to be bound by the Terms and Conditions. The Card is and will remain the property of Bureaux and must be returned on demand. The Card is valid for use only during the period indicated on the membership. In the event of loss, theft or unauthorised use of your Card, it is your responsibility to immediately advise Bureaux membership administration. Until loss, theft or unauthorised use of the Card is notified to Bureaux, the Member is liable for all use of the Card. Only the primary cardholder can show alternate ID to allow entry in the instance they do not have their card on their person. If a non-primary cardholder does not have the card in their possession, they will not be able to enter Bureaux premises. Bureaux will not be liable for misuse of a lost or stolen Card or any unauthorised use of a Card. Bureaux expressly reserves the right in its absolute discretion to withdraw, cancel, withhold, deny access to, or use of Bureaux, or in any way change the membership fee or any of the benefits previously advertised or offered generally or to any Member at any time, and Bureaux will not be liable for any loss or damage suffered by the Member resulting from such withdrawal, cancellation, variation or change.

7. Card display

Membership cards are to be visible at all times while on Bureaux premises. Members will be supplied with a lanyard to enable this. Visible cards ensure that only Members are on the premises, and assist with security and usage tracking. Bureaux reserves the right to refuse entry to a Member without a Card or appropriate ID.

8. Images

Members consent to Bureaux using their name, likeness, image and/or voice in any legitimate form of promotion/update/notices. Sources will be used by Bureaux alone and will not be used or sold by a third party. Images include those taken at any functions and events held by Bureaux.

9. Replacement Cards

There is a Replacement Card Fee. Please contact Bureaux administration for the applicable fee. Bureaux may in its discretion waive the Replacement Card Fee if all requested documentation is provided and Bureaux considers that the request is genuine.

10. Services of Bureaux Membership

Some of the Benefits which are offered to the Member are provided by suppliers over which Bureaux has no control. Arrangements for the availability and utilisation of the Benefits so offered are made by Bureaux solely as agents for the suppliers providing such Benefits. The provision of the Benefits will be subject, in each case, to the terms and conditions of the suppliers providing such Benefits and any claims relating to the supply of Benefits should be made to the supplier. Bureaux will not be liable for refusal of any supplier of Bureaux membership Benefits to accept or honour the Card nor will Bureaux be liable for any loss or damage whatsoever, whether in whole or part, of any Benefits. Whenever the Card is used in order to obtain or utilise Benefits, or Benefits are made available to the Member as a result of membership, whether these are provided by Bureaux or a Bureaux supplier, the Member will be liable for whatever nature and howsoever arising from or incurred in connection with obtaining or utilising the Benefits. Bureaux is not liable for any third party content on the Internet that the Member may find offensive, upsetting or defamatory. The Member is responsible for maintaining the security of all log-in identification information made available to them to access the internet. To the extent permitted by law: Bureaux is not liable for any personal security breaches suffered by the Member or their guests when using the business or internet access facilities in Bureaux, and Bureaux is not liable for any loss or damage suffered as a result of the unavailability of Internet access, including interruptions during use. Bureaux does not represent or warrant that Internet access is free from computer viruses or other defects. The user assumes all responsibility for all loss, damage or consequences resulting directly or indirectly from use of the business or Internet access facilities. To the extent permitted by law, Bureaux is not liable for any loss or damage suffered in respect of use of the business equipment or the Internet in the lounge.

11. Termination

Bureaux expressly reserves the right to terminate or alter (materially or otherwise) any Benefits, or any aspect of the operation, of Bureaux membership at any time, without notice. Bureaux Operating Pty Limited reserves the right at any time in its absolute discretion and without notice to revoke, terminate or alter the membership of any Member of Bureaux and/or the right of any Member to use the Card or any benefits. The Card must be returned immediately to Bureaux when so demanded by Bureaux Administration. Bureaux may terminate a membership if, in the reasonable opinion of Bureaux, the Member has:

- abused any facilities, services or arrangements accorded to the Member as a result of membership;
- acted in any way which is likely to be detrimental to the interests of Bureaux or Bureaux membership;
- supplied or attempt to supply misleading information, or make any misrepresentation to Bureaux membership.

12. Guests

Guests of Bureaux Members must be accompanied by the Member and must be present only with the Member that day. Entry of Members' guests will be subject to space availability. Bureaux staff have the discretion to refuse entry to any Member or guest at any time for any reason deemed appropriate by Bureaux. Smart, casual dress standards apply at all times. Please refer to additional Guest Pass Terms and Conditions for further information.

13. Bureaux Refund Policy

If you are not completely satisfied with your membership within 30 days of signing up for it, you will be given a full refund on your membership fee. Early cancellation means that any ongoing member benefits, special offers or discounts no longer apply. Refunds will be issued to the credit card provided at the time of signup. Beyond 30 days, whilst membership is not refundable, it is transferable if applied for in writing, as is up to a 3 month suspension on written application due to business or personal reasons. If your membership has been cancelled by Bureaux due to abuse of our services and/or a violation of the Terms and Conditions of membership, the money back guarantee will no longer apply. Cancellation requests must be made by regular mail or by email must be kept for any possible future reference.

14. Payment Terms

All memberships are to be pre-paid. No card will be issued until proof of payment has been received. Members on a pay-by-the-month basis are required to nominate a credit card or authorise direct debit on a bank account for monthly deductions. Pay-by-the-month memberships will automatically renew unless written notice of cancellation is received.

15. Free Trial Terms

Free trials are valid for one (single) use only. Free trials are only issued if personal contact information is forthcoming upon request. Free trials are valid for one person only. Bookings are essential. Free trials entitle the trial user to complimentary hotdesking and refreshments. Free trials do not entitle the trial user to meeting room use. Free trial users are subject to the terms and condition of Bureaux members. Free trials are only valid at wholly owned Bureaux sites. Bureaux reserves the right to refuse a free trial booking.

BRONZE MEMBERS Special Conditions

- **'Bronze Member'** means the person who has been issued with a card and who is a Bronze member of Bureaux™.
- Bronze Membership is not transferable.

SILVER MEMBERS Special Conditions

- **'Silver Member'** means the person who has been issued with a card and who is a Silver member of Bureaux.
- The membership is not transferable, however cards are transferable.
- **Additional cardholders:** Silver memberships may hold additional cardholders. All cardholders are required to abide by these terms and conditions. One primary cardholder for each membership must be nominated. That primary cardholder can advise Bureaux at any time of changes to additional cardholder details, and no other party can do so.

GOLD MEMBERS Special Conditions

- **'Gold Member'** means the person who has been issued with a card and who is a Gold member of Bureaux.
- The membership is not transferable, however cards are transferable.
- **Additional cardholders:** Gold memberships may hold additional cardholders. All cardholders are required to abide by these terms and conditions. One primary cardholder for each membership must be nominated. That primary cardholder can advise Bureaux at any time of changes to additional cardholder details, and no other party can do so.

PLATINUM MEMBERS Special Conditions

- **'Platinum Member'** means the person who has been issued with a card and who is a Platinum member of Bureaux™.
- The membership is not transferable, however cards are transferable.
- **Additional cardholders:** Silver memberships may hold additional cardholders. All cardholders are required to abide by these terms and conditions. One primary cardholder for each membership must be nominated. That primary cardholder can advise Bureaux at any time of changes to additional cardholder details, and no other party can do so.

PALLADIUM MEMBERS Special Conditions

- **'Palladium Member'** means the person who has been issued with a card and who is a Palladium member of Bureaux.
- Palladium membership is not transferable.

GUEST Special Conditions

- Guests are only admitted entry when accompanied by a Member with a valid and current membership.
- Guests must be present only with the member that day. If the Member is not on site and has not notified Bureaux of their planned arrival, the Guests will remain in Reception until their host Member arrives.
- Entry of Members' Guests will be subject to space availability.
- Bureaux staff have the discretion to refuse entry to any Member or Guest at any time for any reason deemed appropriate by Bureaux.
- Smart casual dress standards apply at all times.
- The Guest Pass is valid for use only for the period indicated on the host membership.
- Guest Passes are to be visible at all times while on Bureaux premises.
- When a meeting room booking is made, an automatic, complimentary Event Guest series of Cards is activated to the maximum number of guests available for that Meeting Room. There is no charge for these Event Guest cards, except when catering is required. Non-alcoholic refreshments are automatically available to these Event Guests on a complimentary basis, however lunch & other food & catering requirements are charged separately as required.
- The same policy applies to any special event booking. There is no charge for entry for guests, & catering is charged as determined.

VIRTUAL MEMBERS Special Conditions

- **'Virtual Member'** means the person who has been issued with a card and who is a Virtual member of Bureaux™.

16. Bureaux Virtual Office Address, Licence of use

16.1 Where the licensee has agreed to pay a licence fee for the use of the BUREAUX OPERATING PTY LTD's office address, BUREAUX OPERATING PTY LTD:

- a. agrees to make available to the licensee its office address and grants permission to the licensee to use this office address for the purpose of passing off this address as that of the licensee;
- b. agrees to represent the licensee's nominated business or company name from this address;
- c. agrees to accept mail and parcels on behalf of the licensee's nominated business or company name. Parcels will be held at no charge for a period of two business days or part thereof. Parcels held for any period over this time may be subject to storage and handling fees; and
- d. the Silent Partner reserves the right to refuse receipt of any parcel based on the size, contents or other.

16.2 Where the licensee has NOT agreed to pay a licence fee for the use of the BUREAUX OPERATING PTY LTD's office address, and the licensee is found to be passing off BUREAUX OPERATING PTY LTD's office address as that of the licensee BUREAUX OPERATING PTY LTD shall:

- i. reject any mail or parcels delivered to BUREAUX OPERATING PTY LTD's office address;
- ii. not represent BUREAUX OPERATING PTY LTD's office address as that of the licensee; and
- iii. seek damages and compensation from the licensee.

16.3 Call Answering Service (CAS)

Where the Licensee subscribes to a call answering service, BUREAUX OPERATING PTY LTD shall:

- a. make available for use by the licensee telephone numbers as required by the licensee;
- b. where requested to physically answer inbound telephone calls in the name of the licensee or as otherwise specified and process the calls in a manner as specified by the licensee;
- c. where requested to receive inbound fax calls, receive faxes electronically and proceed to process the fax in a manner as specified by the licensee;
- d. where requested to divert inbound telephone calls to another service, proceed to divert these calls electronically to the service as specified by the licensee; and
- e. upon termination of this agreement, BUREAUX OPERATING PTY LTD retains licence over the telephone and fax numbers. By special request the licensee may choose to continue to retain the licence for the telephone and fax numbers. This is at an additional fee.

16.4 Messaging and Reminder Service (MRS)

Where the Licencee subscribes to have messages taken resulting from inbound calls, BUREAUX OPERATING PTY LTD shall;

- a. respond to inbound callers as a representative of the licensee and, to the best of its ability, take messages on behalf of the licensee;
- b. to the best of its ability, make all endeavours fair and reasonable to ensure the highest quality and accuracy of messages taken on behalf of the licensee; and
- c. deliver all messages to the Licencee in a manner as specified by the licensee (emails or SMS).

16.5 Fees

- a. A one off "establishment fee" in accordance with BUREAUX OPERATING PTY LTD's schedule of standard fees and charges shall be charged for the establishment of each account.
- b. All Recurring Service Fees shall be charged monthly and in advance.
- c. Recurring Service Fees shall be calculated as 52 x (weekly fee)/12.
- d. All Recurring Service Fees shall be pro-rated as required.
- e. Changes to Recurring Service Fees must be made in writing and are effective on the next business day. One change per calendar month is permitted.
- f. Consumable items shall be charged in arrears each month as per the schedule of standard fees and charges. This schedule is available for review at any time.

16.6 Invoices, Payment Terms and Late Fees

- a. Invoices shall be produced on or about the first day of each month.
- b. Terms of payment is 7 days from date of invoice unless stated otherwise
- c. The effective payment date shall be the date where cleared funds are available in BUREAUX OPERATING PTY LTD's bank account.
- d. Late payment of invoices shall attract a late payment fee. The late payment fee shall be calculated as being two percent (2%) per calendar month charged daily on any amount outstanding.
- e. In the event that invoices are not paid by the due date, BUREAUX OPERATING PTY LTD reserves the right to take any or all of the following actions, until payment is received:
 1. Accrue and charge late payment fees.
 2. Block or divert all inbound calls to voice mail.
 3. Reject mail or parcels.
 4. Suspend all services.
 5. Issue the debt to a collection agency.
- f. The reversal of any service interruption, suspension or deactivation shall attract a reactivation fee as detailed in the schedule of standard fees and charges.
- g. Any expense and or costs of disbursements incurred by BUREAUX OPERATING PTY LTD to recover any outstanding monies, including debt collection agency fees and legal costs plus 15% shall be paid by the licensee.

16.7 General

- a. Business Hours are defined as Monday to Friday, 8:30am to 5:30 pm, excluding all NSW public and bank holidays.
- b. Calls transferred are subject to call rates as Standard Rates & Charges table.
- c. Services & costs are current at time of printing.
- d. Bureaux Operating Pty Ltd reserves the right to suspend and/or with hold service at any time given reasonable cause. Bureaux Operating Pty Ltd takes no responsibility for any damages as a result.
- e. Terms and conditions detailed in this licence agreement are in conjunction with the offers/product and service features detailed in the individual virtual office services pdf documents.
- f. All prices in this agreement do not inc. GST. GST is to be added.
- g. Fair Use Policy applies to all services provided by BUREAUX OPERATING PTY LTD. BUREAUX OPERATING PTY LTD reserves the right to charge additional fees where usage is deemed excessive or unreasonable.

17. Other Items

Term of this Agreement

Either party with written notice may terminate this Agreement with 30 days notice.

Notice of fees and increases

BUREAUX OPERATING PTY LTD may amend its fees and charges at any time with at least 30 days notice. BUREAUX OPERATING PTY LTD shall advise the licensee of changes to its fees and charges either by way of letter, email or by posting the information on the company's website.

Change of Ownership/Particulars

The Licencee will notify BUREAUX OPERATING PTY LTD no later than 14days after any change of ownership, management, change in its particulars, any alteration or additions to shareholders. Directors or management, and any change, alteration, or addition in the licensee's internal structure and or senior management.

Privacy Act

The licensee, albeit an individual, sole trader, partnership, joint venture or corporate, its directors, hereby authorize and unconditionally grant its consent to BUREAUX OPERATING PTY LTD to obtain from a credit reporting agency or other person or company, information and/or reports concerning it from time to time during the continuance of its licence arrangement, so as to assist BUREAUX OPERATING PTY LTD in respect to commercial credit matters, and for collecting overdue payments. The licensee authorizes and consents to BUREAUX OPERATING PTY LTD obtaining and disclosing information about its credit worthiness to and from credit reporting agencies and credit providers (including identity particulars, and details of overdue payments) who have or are or intending to enter into some commercial or business dealings with it and/or grant credit to it. For the purposes of this paragraph, "report" and "information" include any credit report originating from a credit reporting agency or any other record or information that has any bearing on the licensee's credit worthiness, credit standing credit history credit capacity and personal information.

As approved by Bureaux Operating Pty Ltd on 7th September 2009.