



143 BARRACK STREET PERTH
www.studiostartup.com.au

Studio StartUp Space Licensee Terms

1. This Agreement

- 1.1. This agreement is between Atomic Sky Pty Ltd ABN 62 161 827 578 ("Studio StartUp") and the Space licensee ("You") at the property known as 143 Barrack Street, Perth WA 6000 ("Premises").
- 1.2. The whole of the Premises remains in Studio StartUp's possession and control at all times.
- 1.3. You accept that this agreement creates no tenancy interest, leasehold estate or other real property interest in your favour with respect to the Premises.
- 1.4. Studio StartUp is giving you the right to share with Studio StartUp the use of the Premises on these terms and conditions, as supplemented by the Code of Conduct, so that Studio StartUp can provide the services to you.

2. Purpose

- 2.1. The Premises are to be used solely for office purposes only.
- 2.2. You may use the Premises address as your business address. Any other uses are prohibited without Studio StartUp prior written consent.

3. Services

- 3.1. Studio StartUp is to provide the space for which you have agreed to pay for the use at the Premises as stated in this agreement.
- 3.2. Studio StartUp does not make any representations as to the security of Studio StartUp network or the internet or of any information that the client places on it. You should adopt whatever security measures (e.g. encryption) you believe is appropriate to your circumstances. Studio StartUp cannot guarantee that a particular degree of availability will be attained in connection with your use of Studio StartUp network or internet. Your sole and exclusive remedy shall be the remedy of such failure by Studio StartUp within a reasonable time after written notice.

4. Compliance

- 4.1. You agree to comply with any Code of Conduct which Studio StartUp imposes generally on users of the Premises, the Code of Conduct may change at anytime by Studio StartUp and without any notice to you.
- 4.2. The Code of Conduct will be displayed [Studio StartUp T&C's](#). You agree to check the Code of Conduct regularly.

STUDIO STARTUP

143 BARRACK STREET PERTH
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- 4.3. You must comply with all by-laws, rules and regulations which the owner's company or the owner of the building may make from time to time especially in relation to the common areas.
- 4.4. You must comply with any insurance, and fire regulations.
- 4.5. You must comply with all relevant laws and regulations in the conduct of your business. You must do nothing illegal in connection with your use of the Premises. You must not do anything that may interfere with the use of the Premises by Studio StartUp or by others, cause any nuisance or annoyance, increases the insurance premiums Studio StartUp has to pay, or cause loss or damage to Studio StartUp (including damage to reputation) or the owner of any interest in the Premises which you are using.
- 4.6. You acknowledge that:
 - 4.6.1. the terms of clause 4.5 are a material inducement in Studio StartUp's execution of this agreement, and
 - 4.6.2. any violation by you of clause 4.5 will constitute a material default by you under this agreement, entitling Studio StartUp to terminate this agreement, without further notice or procedure.

5. Term

- 5.1. This agreement lasts for the period as agreed between you and Studio StartUp at the time of commencement.
- 5.2. You agree that you are not automatically entitled to a Space after the period for which you have licensed the Spaces and you understand that renewal terms and any extensions are at the discretion of Studio StartUp.
- 5.3. You understand that if you do not continue to licence a Space on the premises, your access to the premises and shared resources will be revoked.

6. License Fees

- 6.1. You agree to pay the Space licence fees under the terms as agreed.
- 6.2. If you pay licensee fees and don't take up the Space reserved for you, you understand that you will not be entitled to a refund on these fees.
- 6.3. You must pay your invoice by the due date as specified in the invoice. The invoice will be delivered by email.
- 6.4. If you do not pay fees when due, a fee will be charged on all overdue balances. If you dispute any part of an invoice then you must pay the amount not in dispute by the due date or be subject to late fees. Studio StartUp reserves the right to withhold services (including for the avoidance of doubt, denying you access to the Premises) while there are any outstanding fees and/or interest or you are in breach of this agreement.

STUDIO STARTUP

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7. Employee Engagement

- 7.1. At any time during your licence term, and for a period of 6 months after your licence term ends, you must not approach any person, who is an employee of or contractor to Studio StartUp, for the purpose of persuading that person to terminate his or her employment or contract, or otherwise in any way solicit, employ or contract such persons.
- 7.2. You may employ a person who was previously an employee of or contractor to Studio StartUp if that person ceased employment with Studio StartUp more than 6 months before commencing employment with you.
- 7.3. A person who was previously an employee of or contractor to Studio StartUp may not commence employment with you if less than 6 months has elapsed since that person ceased employment with Studio StartUp, unless:
 - 7.3.1. you pay Studio StartUp compensation for its reasonable expenses in recruiting and training a new employee and all other expenses that may be incurred by Studio StartUp in relation to the employee leaving Studio StartUp; and
 - 7.3.2. Studio StartUp provides its written consent prior to the person commencing employment with you (which it may withhold in its absolute discretion).

8. Termination

- 8.1. To the maximum extent permitted by applicable law, Studio StartUp may put an end to this agreement immediately by giving you notice to end your licence term and remove access to the Premises if:
 - 8.1.1. you become insolvent, bankrupt, go into liquidation or become unable to pay your debts as they fall do, or
 - 8.1.2. you are in breach of one of your obligations under this agreement which cannot be put right or Studio StartUp has given you notice to put right and which you have failed to put right within 14 days of that notice, or
 - 8.1.3. your conduct, or that of someone at the Premises with your permission or invitation, is incompatible with ordinary office use.
- 8.2. In the event that Studio StartUp is permanently unable to provide the services at the Premises stated in this agreement then this agreement will end and you will only have to pay monthly fees up to the date it ends and for any additional services you have used. Any used portion of fees paid in advance will be reimbursed.
- 8.3. When this agreement ends you are to vacate the Premises immediately, leaving the place in the same condition as it was when you took it. Studio StartUp reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. If you leave any property in the Premises Studio StartUp may dispose of it at your cost in any way Studio StartUp chooses without owing you any responsibility for it or any proceeds of sale.

STUDIO STARTUP

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9. Studio StartUp's Liability

- 9.1. You agree to indemnify and hold harmless Studio StartUp Limited from any and all liabilities arising out of your use of services under this agreement.
- 9.2. To the maximum extent permitted by applicable law, Studio StartUp is not liable to you in respect of any loss or damage you suffer in connection with this agreement, with the services or with the use of the Premises unless Studio StartUp has acted deliberately or negligently in causing that loss or damage. Studio StartUp is not liable for any loss as a result of Studio StartUp's failure to provide a service as a result of mechanical breakdown, strike, termination of Studio StartUp's interest in the building containing the Premises or otherwise unless Studio StartUp does so deliberately or is negligent.
- 9.3. In no event shall Studio StartUp be liable for any loss or damage until you provide Studio StartUp written notice and give Studio StartUp a reasonable time to put it right. If Studio StartUp is liable for failing to provide you with any service under this agreement then subject to the exclusions and limits set out under this clause, Studio StartUp will pay any actual and reasonable expenses that you have incurred in obtaining that service from an alternative source. If you believe Studio StartUp has failed to deliver a service consistent with these terms and conditions you shall provide Studio StartUp written notice of such failure and give Studio StartUp reasonable period to put it right.
- 9.4. Studio StartUp will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, loss of computer equipment, loss of personal items, third party claims or any consequential loss unless Studio StartUp otherwise agrees in writing. Studio StartUp strongly advises you to insure against all such potential loss, damage, expense or liability.
- 9.5. In all cases, Studio StartUp's liability is limited to the total fees paid by you for the use of the services.

10. Miscellaneous

- 10.1. You must not alter any part of the setup of the Premises and must take good care of all parts of the Premises, its equipment, fixtures, fittings and furnishings which you use. You are liable for any damage caused you or those of the Premises with your permission or at your invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the Premises.
- 10.2. You must not install any cabling, IT or telecom connections without Studio StartUp's consent, which Studio StartUp may refuse at its absolute discretion.
- 10.3. You agree to bind any guest you bring to the premises to these terms. You agree to accompany them at all times while they are on the premises.

STUDIO STARTUP

143 BARRACK STREET PERTH

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- 10.4 You agree that you are solely responsible for the security of your property on the premises. It is your responsibility to arrange insurance for your own property, which you bring to the Premises and for your own liability to your employees and to third parties. Studio StartUp strongly recommends that you put such insurance in place.
- 10.5 All formal notices must be in writing to the email address first registered and agreed with Studio StartUp, as the email address for all correspondences.
- 10.6 This agreement is interpreted and enforced in accordance with the law of the state of Western Australia. Studio StartUp and you accept the exclusive jurisdiction of the courts of Western Australia. If any provisions of these terms and conditions are held void or unenforceable under the applicable law, the other provisions shall remain in force.
