



Victory Offices

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1/3/2020

Terms and Conditions

DESCRIPTION OF SERVICES

The Services which apply to the Contract are those set out below for the relevant client type, as specified in the Agreement.

Floor Client Services

Where the Client signs a "Serviced Office Agreement" the Client is a Floor Client or a Serviced Office Client the Services are listed below in bullet points. The Floor Client Services also include all the Services listed as bullet points under the heading Virtual Client Services, excluding: Victory Club Junior; Victory Address Junior; Access to Complimentary Wi-Fi 3 Hours Per Day in the Victory Club Lounge; Access to 3 Hours of the Victory Club Lounge Per Day; Complimentary Day Suite Use (2 days per month); and Complimentary Day Suite Use (4 days per month).

Office Space Use

Victory Offices grants the Client a non-transferrable, non-exclusive licence to occupy the office space specified in the Agreement (Office Space). Victory Offices may determine, for whatever reason, that it: requires access; or is required to provide access to another person, to the Office Space. The attributes of the Office Space may change from time to time.

Victory Offices will provide high-speed internet with Wi-Fi facilities to the Office Space. Victory Offices will make reasonable efforts to provide access to colour copiers and printers, charged at rates to be determined by Victory Offices from time to time. Subject to all other terms of this Contract, the Client may leave items in and make changes to the Office Space.

The Client must not make any changes to the Office Space which: affect other clients; impact on any other use of the building; are structural; could adversely affect the building in any way; affect the overall presentation of the area; affect the natural or artificial light into or out of the Office Space; or affect any of the building's services, without the prior written consent of Victory Offices, which may be withdrawn at any time.

At the time the Client's right to occupy the Office Space under the Contract ends (for whatever reason)*, the Client becomes liable to pay to Victory Offices the cost of steam cleaning of the carpets and the cost of any activity required to restore the Office Space, and any Victory Offices items provided in it, to the condition they were in when the Client first acquired the right to occupy the Office Space, or the items were first provided, at an estimated cost of \$70 per square metre. The estimated cost excludes any major make good works (whether under this Contract or a preceding arrangement). (Despite any other clause of the Contract, this requirement survives termination.) The Client will be provided with conditions report of the Office Space used upon termination. The Client is deemed to accept these conditions as stated in



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the conditions report including the obligations contained under this clause, if Victory Offices does not receive any responses from the Client in writing within 14 days after providing the conditions report.

* Note – the Client’s right to occupy the Office Space may end during the Contract if, in accordance with the Contract, the Client is required to move out of a particular office space, for whatever reason.

Break Out Area Use

Victory Offices grants the Client a non-transferrable, non-exclusive licence to occupy the break out area or areas. The use of break out area is only permitted during business hours. The Client needs to obtain written approval from Victory Offices for usage of break out area during non-business hours. The Client is not allowed to carry out any events in the break out area unless written approval has been obtained from Victory Offices.

Victory Lounge Services

Victory Lounge Individual Membership

This Service provides an Individual Member with one (1) membership card, 60 hours access to the Lounge per calendar month (non-accumulative), the ability to bring up to two (2) guests at a time of each visit, complimentary tea and coffee, \$110 beverage credit per calendar month (non-accumulative).

Victory Lounge Corporate Membership

This Service provides a Corporate Member with up to eight (8) membership cards, 120 hours access to the Lounge per calendar month (non-accumulative), the ability to bring up to two (2) guests at a time of each visit per membership card, complimentary tea and coffee, \$350 beverage credit per calendar month per calendar month (non-accumulative).

Children under the age of 18 are not allowed to access the Lounge.

The Lounge is not a BYO food or beverage premise. A corporate dress code applies.

Virtual Client Services

Where the Client signs a “Virtual Office Agreement” the Client is a Virtual Client the Services are those of the list below which are specified in the Agreement. Where the Client requests any Services, which are not included in the Agreement and Victory Offices agrees to provide those extra Services, those extra Services will be charged to the Client at Victory Office’s then current rates. If a particular Service is required by circumstances, the Client will be deemed to have requested that Service, Victory Offices can choose whether or not to provide such Service in its complete discretion. An example of where a Service is required by circumstances is where a Client does not have the Service: Mail & Packages Received and Signed for on Your Behalf and a package is delivered to the Client. A further example is where a Client has the Service: Victory Club Junior and more than 10 calls are received in a month. These examples are not exhaustive.



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Victory Club Junior

This Service provides the Client with 10 calls or fewer per month to be answered with the Client's business name during Business Hours where reasonably practicable.

Victory Address Junior

This Service allows the Client to use the relevant address but does not include any mail forwarding.

CBD Business Address

The Client is entitled to use the relevant business address in relation to its business.

Unique CBD Prefix Phone Number

The Client is entitled to use the phone number allocated by Victory Offices in relation to its business.

Receptionist to Answer Calls in Your Company Name

Calls to the Client's telephone number will be answered, during Business Hours, where reasonably practicable, with the Client's business name and in any other way that the Client has agreed to in writing with Victory Offices.

Mail & Packages Received and Signed for on Your Behalf

Victory Offices reserves the right to not accept any excessively large, dangerous or unlawful packages. Victory Offices also reserves the right not to accept any packages which it reasonably suspects falls into any of these categories.

- 24 Voicemail Access
- Call Diversions to Mobile, Home or Anywhere in the World
- Access to Meeting & Boardrooms

The Client is eligible to book the meeting rooms and boardrooms, for Business Hours, which Victory Offices makes available. Bookings are taken by Victory Offices, in a manner determined by Victory Offices and are charged at Victory Office's then current rates. Payment for meeting rooms and boardrooms is payable on booking. There is also a \$100 deposit payable on booking. If any part of the deposit has not been set-off by Victory Offices against a liability owed by the Client to Victory Offices 5 Business Days after the booked event that part will be returned to the Client. Payment can be refunded if a booking is cancelled more than 27 Business Hours prior to the time of the event. A booking can be rescheduled if at least 9 Business Hours' notice is given (a rescheduled booking cannot be refunded or rescheduled). If a booking is cancelled within 9 Business Hours of the event, no refund will be given, and no rescheduling will be provided.

Complimentary Coffee and Tea

Victory Offices will provide the type of coffee and tea which it chooses, in its complete discretion.

Victory Offices will make reasonable efforts to ensure it is available within Business Hours.



Access to Complimentary Wi-Fi 3 Hours Per Day in the Victory Club Lounge

The Client is granted a non-transferrable, non-exclusive licence to occupy the Victory Club Lounge and access Wi-Fi for any one 3-hour block during Business Hours on a single Business Day with the number of people allowed by Victory Offices, subject to the booking requirements. The Client's use of the Victory Club Lounge and Wi-Fi will be recorded and any use outside a 3-hour block per day will be charged at Victory Office's then current rates. Victory Offices reserves the right to charge the Client for internet downloads exceeding 1GB per day.

The Client may book the Victory Club Lounge for any one 3-hour block per Business Day (so long as there is a booking available). The Client may use the Victory Club Lounge without a booking so long as there is space available and Clients with bookings take priority.

Access to 3 hours of the Victory Club Lounge Per Day

This Service is not in addition to the above Service (Access to Complimentary Wi-Fi 3 Hours Per Day in the Victory Club Lounge). This Service is the cap of total Victory Club Lounge usage per day by the Client (regardless of whether the Client is accessing Wi-Fi) and subject to the terms set out for Access to Complimentary Wi-Fi 3 Hours Per Day in the Victory Club Lounge.

Access to Over 600+ Worldwide Alliance Locations

The access to the alliance locations will be subject to the terms and conditions of those locations.

Professional Visitor Management in our 6 Star Reception Area

This Service will be provided by Victory Offices where reasonably practicable during Business Hours.

- Voicemail to Email Technology
- Advertise Your CBD Prefix Phone Number on Your website, Business cards and Marketing Material
This Service is simply the allowance for the Client to commence these advertising activities. Victory Offices will not undertake any of these advertising activities on the Client's behalf.
- Discounted Business Call Rates For Diversion
- Complimentary Day Suite Use (2 days per month)

The Client is granted a non-transferrable, non-exclusive licence to occupy a day suite for any 2 Business Days a month during Business Hours, subject to the booking requirements.

The Client may book a day suite for any 2 Business Days a month (so long as there is a booking available). The Client may use a day suite without a booking so long as there is space available and Clients with bookings take priority.

Complimentary Day Suite Use (4 days per month)

The Client is granted a non-transferrable, non-exclusive licence to occupy a day suite for any 4 Business Days a month during Business Hours, subject to the booking requirements. The Client may book a day suite for any 4 Business Days a month (so long as there is a booking available). The Client may use a day suite without a booking so long as there is space available and Clients with bookings take priority.



Ancillary Services

The Client and Victory Offices may agree for further Services to be provided for the fees set by Victory Offices on the terms set by Victory Offices. These Services may include access to the lobby directory board, call log reporting, secretarial services, catering, extra occupancy time for Victory Club Lounge, day suite use or parking. If the Client and Victory Offices agree that parking is to be provided as an ancillary service, the terms and conditions of the relevant building management will apply.

If the Client uses a day suite use as an Ancillary Service, the following terms apply:

Victory Offices grants the Client a non-transferrable, non-exclusive licence to occupy the office space specified in writing by Victory Offices (Office Space). Victory Offices may determine, for whatever reason, that it: requires access; or is required to provide access to another person, to the Office Space.

The attributes of the Office Space may change from time to time.

Victory Offices will provide high-speed internet with Wi-Fi facilities to the Office Space. Victory Offices will provide a Workstation per person. Victory Offices reserves the right to charge the Client for internet downloads exceeding 1GB per person per day at Victory Office's then current rates. Victory Offices will make reasonable efforts to provide access to colour copiers and printers, charged at rates to be determined by Victory Offices from time to time.

The Client must not make any changes to the Office Space which: affect other clients; impact on any other user's use of the building; are structural; affect the overall presentation of the area; affect the natural or artificial light into or out of the Office Space; or affect any of the building's services, without the prior written consent of Victory Offices, which may be withdrawn at any time. At the time the Client's right to occupy the Office Space under the Contract ends (for whatever reason)*, the Client becomes liable to pay to Victory Offices the cost of any activity required to restore the Office Space, and any Victory Offices items provided in it, to the condition they were in when the Client first acquired the right to occupy the Office Space, or the items were first provided (whether under this Contract or a preceding arrangement).. (Despite any other clause of the Contract, this requirement survives termination.)

* Note – the Client's right to occupy the Office Space may end during the Contract if, in accordance with the Contract, the Client is required to move out of a particular office space, for whatever reason.

Coworking Client Services

Where the Client signs a "Coworking Agreement" the Client is a Coworking Client the Services are listed below in bullet points. The Coworking Client Services also include all the Services listed as bullet points under the heading Virtual Client Services, excluding: Victory Club Junior; Victory Address Junior; Access to Complimentary W-Fi 3 Hours Per Day in the Victory Club Lounge; Access to 3 Hours of the Victory Club Lounge Per Day; Complimentary Day Suite Use (2 days per month); and Complimentary Day Suite Use (4 days per month).

Desk Use

The Client is entitled to use a particular desk (Desk) and chair, as specified in the Agreement, in a shared space (Shared Space) during Business Hours. Victory Offices may, from time to time, change the desk or



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chair. The attributes of the Shared Space may change from time to time. Victory Offices will provide high speed internet and Wi-Fi data connection within the Shared Space. The Client is limited to 1GB of internet downloads per day if the Client is acquiring Desk Use on a per day basis. Victory Offices reserves the right to charge the Client for any use over the limit at Victory Office's then standard rates.

Subject all other terms of this Contract, the Client may leave items in and on the Desk. The Client must maintain the corporate appearance of the Desk by ensuring it is clean, tidy and does not adversely impact on Victory Offices or any other client. The Client must not make any alterations to the Shared Space. The Client must ensure their use of the Shared Space does not adversely affect Victory Offices or any other client. Victory Offices will make the ultimate determination as to whether the Client is adversely affecting Victory Offices or another client.

At the time the Client's right to use the Desk in the Shared Space under the Contract ends (for whatever reason)*, the Client becomes liable to pay to Victory Offices the cost of any activity required to restore all Victory Offices items used by the Client to the condition they were in when the Client first acquired the right to use the relevant item (whether under this Contract or a preceding arrangement).

* Note – the Client's right to use the Desk in the Shared Space may end during the Contract if, in accordance with the Contract, the Client is required to move from the particular desk, for whatever reason.

Break Out Area Use

Victory Offices grants the Client a non-transferable, non-exclusive licence to occupy the break out area or areas. The use of break out area is only permitted during business hours. The Client needs to obtain written approval from Victory Offices for usage of break out area during non-business hours. The Client is not allowed to carry out any events in the break out area unless written approval has been obtained from Victory Offices.

Casual Client Services

Where the Client signs a "Casual Agreement" the Client is a Casual Client the Services are listed below in bullet points.

Hot Desking Area Use

The Client may use a desk in the hot desking area for the fee specified by Victory Offices from time to time during Business Hours, subject to there being a free desk or the Client having booked a desk. The Client is eligible to book a desk in the hot desking area for Business Hours. Victory Offices will determine, in its complete discretion, which desks in the hot desking area can be booked. Bookings are taken by Victory Offices, in a manner determined by Victory Offices and are charged at Victory Office's then current rates.

Victory Offices will provide Wi-Fi internet in the hot desking area. Victory Offices reserves the right to charge the Client for internet downloads exceeding 1GB per person per day at Victory Office's then current rates.



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Day Suite Use

The Client may book a day suite for any time period agreed in writing with Victory Offices up to one month, for the fee determined by Victory Offices.

Victory Offices grants the Client a non-transferrable, non-exclusive licence to occupy the day suite specified in writing by Victory Offices (Office Space). Victory Offices may determine, for whatever reason, that it: requires access; or is required to provide access to another person, to the Office Space. The attributes of the Office Space may change from time to time.

Victory Offices will provide high-speed Wi-Fi internet in the Office Space. The Client is limited to 1GB of internet downloads per day per person. Victory Offices reserves the right to charge the Client for any use over the limit at Victory Office's then standard rates.

Victory Offices will make all reasonable efforts to provide access to colour copiers and printers, charged at rates to be determined by Victory Offices from time to time.

While the Client has the right to occupy the Office Space under this Contract, and for half a Business Hour before such time, Victory Offices will make reasonable efforts to provide: professional welcome for guests at reception; and complimentary tea and coffee.

The Client must not make any changes to the Office Space which: affect other clients; impact on any other user's use of the building; are structural; affect the overall presentation of the area; affect the natural or artificial light into or out of the Office Space; or affect any of the building's services, without the prior written consent of Victory Offices, which may be withdrawn at any time.

At the time the Client's right to occupy the Office Space under the Contract ends (for whatever reason)*, the Client becomes liable to pay to Victory Offices the cost any activity required to restore the Office Space, and any Victory Offices items provided in it, to the condition it was in when the Client first acquired the right to occupy the Office Space, or the items were first provided, (whether under this Contract or a preceding arrangement). (Despite any other clause of the Contract, this requirement survives termination.)

* Note – the Client's right to occupy the Office Space may end during the Contract if, in accordance with the Contract, the Client is required to move out of a particular office space, for whatever reason.

Access to Meeting & Boardrooms

This Service will be provided on the same terms as it is for Virtual Clients.

Ancillary Services

The Client and Victory Offices may agree for further Services to be provided for the fees set by Victory Offices on an ad-hoc basis on the terms set by Victory Offices. These Services may include secretarial services and/or catering.

The parties agree to the following

1. Definitions and interpretation





1.1 In this Contract:

- (a) **ACL** means the Australian Consumer Law schedule of the Competition and Consumer Act 2010 (Cth) and its associated regulations as amended;
- (b) **Agreement** means the document signed by both the Client and Victory Offices setting out the specifics of the Contract;
- (c) **Business Day** means each Monday to Friday which is not a public holiday;
- (d) **Business Hours** means from 8:30 am until 5:30 pm on every Business Day and a Business Hour is any hour within a Business Day, (Business Hours for Virtual Client and Casual Client means 9.00am until 5.00pm on every Business Day and a Business Hour is any hour within a Business Day);
- (e) **Client** is as defined in the Agreement. If there is more than one Client, this Contract applies to each of them jointly and severally. Client also includes all executors, administrators, successors and permitted assigns of the person defined in the Agreement;
- (f) **Contract** means the Terms and Conditions together with the Agreement;
- (g) **End Date** means the end date set out in the Agreement;
- (h) **Fees** means the fees payable by the Client to Victory Offices as specified in this Contract;
- (i) **Further Fees** means the fees payable by the Client to Victory Offices for the Services which incur fees on an irregular pay-as-you-use basis;
- (j) **GST** means the Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and its associated Regulations as amended;
- (k) **Initial Term** is the period described as such in the Agreement, commencing on the Start Date and ending on the End Date.
- (l) **Insolvency Event** means where:
 - (i) the entity is unable to pay its debts as and when they fall due;
 - (ii) in the case of an individual, the individual enters into a scheme of arrangement with creditors or becomes bankrupt;
 - (iii) in the case of a legal entity that is not an individual:
 - (A) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the entity;
 - (B) the entity enters into a scheme of arrangement with its creditors; or
 - (C) the entity is wound up;
 - (iv) the entity assigns any of its property for the benefit of creditors or any class of creditors; or
 - (v) a person with a legal right over any assets of the entity takes any step towards taking possession or takes possession of those assets or exercises any power of sale;



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(m) **Monthly Payment** means the monthly fee payable by the Client to Victory Offices for the Ongoing Services (the Monthly Payment excludes any Further Fees). The Monthly Payment may be set out in the Agreement, but is subject to any increases for extra Ongoing Services provided or otherwise in accordance with this Contract;

(n) **Ongoing Services** means all Services that can be provided on an ongoing basis and incur a regular monthly fee. This is all Services except those which incur Further Fees;

(o) **Security Deposit** means 2 times the Monthly Payment, unless otherwise stated in the Agreement;

(p) **Services** means:

- I. the particular services described in the Agreement to be provided by Victory Offices to the Client subject to any terms set out in the description; and
- II. any services the Client and Victory Offices may agree to, to be provided for the fees set by Victory Offices on the terms set by Victory Offices, and in accordance with the terms of the Contract;

(q) **Start Date** is the start date set out in the Agreement;

(r) **Terms and Conditions** means the terms and conditions set out in this document as may be replaced by Victory Offices from time to time by updating the terms and conditions on the Victory Offices website;

(s) **Victory Offices** means: Victory Corporate Serviced Offices (Trading Name)

(t) **Victory Offices Building** means any building which is occupied by Victory Offices or an associated entity or any of their staff or clients;

(u) **Victory Offices IP** means all intellectual property associated with or created by Victory Offices or its employees or agents. It includes copyright, patents, trademarks (whether registered or not), registered designs, colour schemes, logos, uniquely shaped or styled products, business methods, business plans and business documents; and

(v) **Workstation** means a desk, chair and pedestal.

1.2 In this Contract, unless the context indicates a contrary intention:

(a) the term “person” includes an individual, a body politic, corporation and a statutory or other authority or association whether incorporated or unincorporated;

(b) a reference to this Contract or to any other deed, agreement, document or instrument includes, respectively, this Contract or such other deed, agreement, document or instrument as amended, novated, supplemented, varied or replaced from time to time;

(c) words importing the singular shall include the plural (and vice versa) and words denoting a given gender shall include all other genders;

(d) “including” is not a word of limitation;

(e) all dollar amounts are in Australian dollars unless stated otherwise;

(f) headings are for convenience only and do not affect interpretation; and

(g) a reference to any amount is a reference to all or part of that amount.



2. SERVICE AGREEMENT

2.1 Victory Offices will provide the Services from the Start Date until this Contract ends for whatever reason and the Client will pay the Fees, subject to the terms of this Contract.

2.2 Where any Ongoing Services are provided under this Contract, whether or not they began on the Start Date, they can only be ended in accordance with the terms of this Contract.

2.3 Despite anything else in this Contract, Victory Offices may, at any time, substitute any one or more Services for a reasonably equivalent service or services of the same or similar value (according to Victory Office's then current fees).

3. PAYMENT

3.1 Upon signing this Contract, the Client must pay to Victory Offices the initial payments as set out in the Agreement, including the Security Deposit and Activation fee of \$249 (one-off payment).

3.2 The Monthly Payment is payable in accordance with Victory Office's instructions. Per person fees of \$99 per month per maximum capacity of workstations are applied to the Contract. Non-negotiable ICT Licence Fee of \$5 per person per month is applicable through-out the term of the contract, covering unified connectivity, printing licence, phone licence, cyber security and booking system. Where Victory Offices does not specify, the Monthly Payment is payable monthly in advance by direct debit on the due date of the invoice.

3.3 The Further Fees are payable in accordance with Victory Office's instructions. Where Victory Offices does not specify, the Further Fees are payable monthly in arrears, on the first day of every month.

3.4 Invoices provided by Victory Offices are payable in accordance with the invoice terms. Where an invoice does not specify, invoices are payable 7 days after the date of the invoice.

3.5 To the extent that a party makes a taxable supply in connection with the Contract to the other party then, except where express provision is made to the contrary, the amount payable by the recipient of that supply is a GST exclusive amount and the recipient of that taxable supply will pay to the supplier of it the GST payable in respect of that supply in addition to the other consideration payable.

3.6 Payment made by cheque or electronic funds transfer (EFT) is not deemed made until the proceeds of the cheque or EFT have cleared.

3.7 Victory Offices may apply the Security Deposit against any amounts payable or outstanding by the Client under this Contract, this includes any amounts payable as a result of any indemnity provided by the Client. This right of Victory Office's does not affect in any way the Client's obligations to make any payments to Victory Offices under this Contract.

3.8 Any portion of the Security Deposit not applied will be refunded by Victory Offices to the Client within 30 Business Days of all matters related to this Contract (including any disputes) being finalised.

3.9 If any or all of the Security Deposit is applied by Victory Offices, that amount is immediately due as a debt owed by the Client to Victory Offices.



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3.10 Where the Client has incurred any liability to Victory Offices, whether arising from this Contract or otherwise, Victory Offices may (without notice to the Client) set-off the amount of such liability against any liabilities of Victory Offices to the Client, whether such liability is liquidated or unliquidated, present or future, accrued or contingent.

3.11 The time for payment is of the essence.

3.12 If any Fees are outstanding for more than 5 Business Days Victory Offices may, in its complete discretion, do all or any of the following:

- (a) charge a late payment fee of \$50;
- (b) charge a reactivation fee of \$150;
- (c) charge any additional charges incurred by Victory Offices as a result of the late payment;
- (d) suspend any or all of the Services;
- (e) terminate any or all of the Services;
- (f) require the Client to not access, or prevent the Client from accessing, any Victory Offices Building or office area; and
- (g) charge the Client interest on the overdue amounts at a rate of 6% per annum above the cash rate last published by the Reserve Bank of Australia, accrued daily for each day the payment is overdue.

4. **TERM**

4.1 Where there is an Initial Term, this Contract will automatically extend beyond the Initial Term (Rollover Period), unless either party gives at least four (4) weeks' written notice to the other that it ends at the end of the Initial Term. During the Rollover Period the Contract automatically extends month by month, with either party being entitled to end the contract on at least four (4) weeks' written notice to the other party to terminate on the final calendar day of the month. During the Rollover Period the Contract automatically extends month by month with an annual increase of 8% on the initial fee, the increase of 8% fee will be applicable for a period of up to 12 months. Where the client renews the serviced agreement for at least 12 months, there will be an annual increase of 5% on the initial fee for the next 12 months. All agreements including upgrade, renewal, rollover, and transfer of memberships end on the last calendar day of the month.

4.2 During the Rollover Period, Victory Offices may increase the Monthly Payment by any amount by one month's written notice.

4.3 Where there is no Initial Term, this Contract will continue until validly terminated.

5. **Client obligations**

5.1 The Client must ensure that the Client and all people visiting a Victory Offices Building due to a connection with the Client, at all times:

- (a) despite any other clause of this Contract, comply with all instructions given by Victory Offices;



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(b) do not bring into any Victory Offices Building any dangerous, corrosive, combustible, explosive, radioactive or offensive material;

(c) report any:

(i) damage to a Victory Offices Building or any item within it;

(ii) problem with any Victory Offices Building service; or

(iii) problem with a Service, within 1 Business Day of becoming aware of it;

(d) while in a Victory Offices Building:

(i) do not smoke or use any type of e-cigarette or electronic smoking device;

(ii) behave in a way that is appropriate for a six star city corporate office;

(iii) wear smart business attire;

(iv) tidy up after themselves and do not leave any items or markings, unless specifically allowed under this Contract;

(v) comply with all applicable laws, regulations, codes of practices or policies, whether they are from Government, Victory Offices, building management or any other entity;

(vi) do not display, attach, distribute, broadcast or make obvious in any way, any advertising or branding which could be associated with the building or any part of the building;

(vii) do not damage, change or change the functionality of any aspect of the building, its services or the items within it; and

(viii) do not undertake any behaviour or take any action or fail to take any action which would result in an adverse impact on: other clients; provision of the Services, Victory Office's ability to supply services to clients, other clients' use of the building; other people's use of the building; the building; any items in the building; any services in the building; or any person.

5.2 The Client must not sell, mortgage, sublet, assign or grant any sort of interest in its rights and obligations under this Contract.

5.3 The Client must notify Victory Offices in writing within 1 day if it suffers an Insolvency Event.

6. TERMINATION

6.1 Victory Offices may terminate this Contract at any time on one month's written notice.

6.2 Victory Offices may terminate this Contract on immediate written notice where:

(a) the Client suffers, or Victory Offices has reasonable evidence that the Client has suffered or will suffer, an Insolvency Event;

(b) Victory Offices has reasonable evidence that the Client has acted illegally;

(c) Victory Offices has reasonable evidence that the Client has caused a person serious harm or has caused, or is intending to cause, Victory Offices harm;



(d) the Client has breached this Contract and the breach is not capable of remedy; or

(e) the Client has breached this Contract; Victory Offices has given the Client written notice of such breach and allowed the Client a reasonable time to remedy the breach (which need not be more than 20 days) and the breach has not been remedied within the time allowed by Victory Offices.

6.3 Where there is no specified Initial Term, or if the Client is on a Rollover Period, the Client or Victory Offices may terminate the Contract at any time on four (4) weeks' written notice. All contracts end on the final calendar day of the month, with a minimum of four (4) weeks' notice required. If notice is received outside of the four weeks' period, the contract will terminate on the final calendar day of the following month.

6.4 Where a Client wishes to end any one or more of the Ongoing Services under this Contract, but not the whole Contract, the Client must give Victory Offices at least one month's written notice of the intention and Victory Offices must provide its written agreement. Victory Offices may withhold its agreement for any reason.'

7. END OF TERM

7.1 Prior to the Contract ending, for whatever reason, the Client must:

(a) remove all items belonging to the Client, or left by the Client, from all Victory Offices Buildings within 3 business days; and

(b) return to Victory Offices all access keys, cards and codes to all Victory Offices Buildings and pay the cost to replace any access cards that are not returned.

7.2 Once this Contract has ended Victory Offices has the right to refuse the Client entry to any Victory Offices Building.

7.3 The Client will be charged a deactivation fee of \$49 per workstation, according to the maximum capacity of workstations in the office suite; and for co-working desk, according to the number of co-working desks occupied over the term of the Contract.

7.4 Despite any other clause of this Contract, clauses 1, 3.8, 3.10, 3 (to the extent it applies to all Fees owing when the Contract ends), 7, 8, 9, 10 and 12 survive termination or ending of this Contract for whatever reason.

8. INSURANCE

8.1 The Client is required to hold public liability insurance for the term of the Contract including any Rollover term, for at least \$2 million per event, where the number of events is unlimited.

9. LIABILITY

9.1 The Client is liable for the actions of all people who are at or in Victory Offices Buildings due to any connection they have with the Client, as though those actions were the actions of the Client.

9.2 The Client will not make any claim in tort, contract or otherwise against Victory Office's landlord or any other party related to the Victory Offices Building.



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9.3 Victory Offices is not liable for any loss or damage to the property of the Client or a person associated with the Client.

9.4 Except where specifically stated, or as contained in any express warranty provided in relation to the Services, this Contract does not include by implication any other term, condition or warranty in respect of the quality, reliability, merchant ability, acceptability, fitness for purpose, condition, description, assembly, compatibility with any particular hardware or software, manufacture, design or performance of the Services or any contractual remedy for their failure.

9.5 If Client is a Consumer under the ACL, nothing in this Contract restricts, limits or modifies the Client's rights or remedies against Victory Offices for failure of a statutory guarantee under the ACL.

9.6 Victory Offices is not liable for any indirect or consequential losses or expenses suffered by the Client or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.

9.7 Nothing in the Contract is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the hire of supply of services which cannot be so excluded, restricted or modified.

9.8 Victory Office's aggregate liability to the Client is limited in all circumstances to the total amount the Client has paid to Victory Offices under this Contract in the preceding 12 months.

10. INDEMNITY

10.1 The Client indemnifies Victory Offices for all losses suffered by Victory Offices as a result of the Client's failure to comply fully with the terms of this Contract (Failure). The Client also indemnifies Victory Offices for all losses suffered by Victory Offices as a result of all actions or in actions of the Client's and people who are at or in Victory Offices Buildings due to any connection they have with the Client. For the purposes of this clause, "losses suffered by Victory Offices" includes all payments which Victory Offices is required to pay and all payments which Victory Offices chooses to pay to remedy or partially remedy the loss, all payments which Victory Offices chooses to pay to rectify the Client's Failure, the cost of all claims made against Victory Offices and the cost of any legal action Victory Offices is required to partake in either to defend itself or to enforce its rights.

11. EVENT OUTSIDE VICTORY OFFICE'S CONTROL

11.1 Where an event outside Victory Office's control (Event) hinders or prevents Victory Office's ability to provide the Services, any one or more of the Services or any part of a Service, Victory Offices may, at its election:

(a) take no action, in which case Victory Offices will, subject to clause 9, have no liability to the Client;

(b) suspend provision of the affected Services and:

(i) not require payment by the Client of the then current value of the Services (as determined by Victory Offices) for the period the Services are suspended; or

(ii) provide services which are equivalent to the affected Services; or



(c) terminate this Contract on immediate written notice.

11.2 Victory Offices may use either any of its options under subclauses 11.1(a) and 11.1(b) interchangeably for any one Event such that any option may be used at any time and Victory Offices may swap from one to another at will. Victory Offices may use its option under subclause 11.1(c) at any time for any given Event, even if Victory Offices has used one of its options under subclauses 11.1(a) and/or 11.1(b) for the same Event.

12. MISCELLANEOUS

12.1 Subject to clause 12.2, this Contract is the complete agreement between the parties on all subject matter related to it. This Contract supersedes all prior agreements. Neither party relies on any representation made by the other in entering into this Contract.

12.2 If there is a condition report prepared by Victory Offices setting out the condition of any aspect of a Victory Offices Building, that report is acknowledged by the parties to be an accurate record. Any deed of guarantee and indemnity or similar document between the parties or related entities of the parties is binding in accordance with its terms.

12.3 Victory Offices may amend this Contract by written notice to the Client. This Contract may also be amended by written agreement between the parties.

12.4 Where the Terms and Conditions conflict with the Agreement, the terms of the Agreement shall prevail to the extent of the inconsistency.

12.5 The Contract is subject to the laws of the State of Australia in which the Services are being supplied.

12.6 In no event shall any delay, neglect or forbearance on the part of Victory Offices in enforcing (in whole or part) any provision of this Contract be, or be deemed, a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of Victory Offices under this Contract.

12.7 A notice must be in writing and handed personally or sent by email or facsimile to the last known address of the addressee. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.

12.8 Victory Offices owns all telephone numbers, addresses and any other contact details allocated to the Client by Victory Offices. They are only available to the Client where they are a necessary part of the Services.

12.9 If any provision (or part of a provision) of this Contract is found by a court to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12.10 Victory Offices may assign any or all of its rights and obligations under this Contract to any other party at any time without the need to notify the Client.

12.11 The terms of this Contract are confidential; neither party may disclose them unless it is necessary for the carrying on of business or for the provision of professional advice.



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12.12 The Client may not make an offer of employment to any Victory Offices or any affiliate of Victory Offices employee or former employee (Prospective) unless the Prospective has independently (without any unsolicited information being brought to the attention of the Prospective by the Client, or person associated with the Client) responded to an advertisement for a position and successfully completed the selection process.

12.13 The Client, nor any entity in any way associated with the Client, may not set up or participate in a business in competition with Victory Offices: (a) anywhere in the world; (b) in Australia; (c) in the State in which the Services are being supplied (c) in the city in which the Services are being supplied, within: (d) 10 years; (e) 5 years; (f) 1 year, of being a client.

12.14 The most restrictive elements of clause 12.13 apply.

12.15 The Client, nor any person or entity in any way associated with the Client, will not canvas, solicit or persuade a customer of Victory Offices to cease or reduce its business with Victory Offices at any time during the Term of the Contract.

12.16 All Victory Offices IP is owned by Victory Offices and is not licenced, assigned or transferred in any way to the Client. Nor does the Client acquire any interests in the Victory Offices IP.

12.17 If Client leaves goods behind that are not allowed to be disposed of, Victory Offices will notify the Client, within seven days of storing the goods, to arrange collection. If Client does not respond after seven days, Victory Offices reserves the right to dispose of the goods without further notice.

Victory Offices will not be liable for any losses incurred in relation to the disposal. Within the seven days, Client may reclaim the goods after they have paid the cost to cover any reasonable expenses incurred by Victory Offices to remove and store the goods. Victory Offices reserves the right without any notice given to dispose of perishable foods, dangerous goods and goods of no monetary value.

13. CLIENT REFERRALS

13.1 Victory Offices offers all current Clients the opportunity to refer friends, family and affiliates to Victory Offices for a referral fee.

13.2 The Client must introduce their referral to Victory Offices prior to Victory Offices receiving the referral details from another source (not limited to) such as an agent or a broker.

13.3 Victory Offices will offer 2% of the contract value should the Client's referral sign up to an agreement with Victory Offices at any location throughout Australia. The 2% contract value can be claimed in the form of a voucher or applied as a credit to the Client's invoices with Victory Offices

13.4 The 2% referral fee can only be claimed based on the term of agreement. If an agreement has been signed monthly or roll over, then only 2% based on one (1) month can be claimed. The maximum term to claim a referral fee is twelve (12) months regardless of an agreement being signed for longer than twelve (12) months.



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VICTORIA

Bourke Place | Level 35, 600 Bourke Street | Melbourne VIC 3000

Box Hill | Level 2, 990 Whitehorse Road | Box Hill VIC 3128

Box Hill 2C | Level 2, 988 Whitehorse Road | Box Hill VIC 3128

Chadstone Tower 1 | Level 8, 1341 Dandenong Road | Chadstone VIC 3148

Collins Place | Level 30, 35 Collins Street | Melbourne VIC 3000

Collins Square | Level 17, 727 Collins Street | Melbourne VIC 3000

Dandenong | Level 2, 311 Lonsdale Street | Dandenong VIC 3175

St Kilda | 180 St Kilda Road | St Kilda VIC 3182

Sunshine | Level 5, 12 Clarke Street | Sunshine VIC 3020

The Dome | Level 14, 333 Collins Street | Melbourne VIC 3000

Victory Lounge | Ground Level, 416 Collins Street | Melbourne VIC 3000

Victory Lounge | Ground Level, 1341 Dandenong Road | Chadstone VIC 3148

Victory Tower | Level 2, 420 Collins Street | Melbourne VIC 3000

°567 | Level 26, 567 Collins Street | Melbourne VIC 3000

418 Collins | Level 9, 418 Collins Street | Melbourne VIC 3000

NEW SOUTH WALES

Tower III | Level 25, 300 Barangaroo Avenue | Barangaroo NSW 2000

Westfield Tower | Level 29, 85 Castlereagh Street | Sydney NSW 2000

200 George | Level 32, 200 George Street | Sydney NSW 2000

420 George | Level 10, 420 George Street | Sydney NSW 2000

100 Mount | Level 25 & 26 100 Mount Street | North Sydney NSW 2060

QUEENSLAND

175 Eagle | Level 18, 175 Eagle Street | Brisbane QLD 4000

900 Ann | Level 10, 900 Ann Street | Fortitude Valley QLD 4006

WESTERN AUSTRALIA

Exchange Tower | Level 17, 2 The Esplanade | Perth WA 6000

AUSTRALIAN CAPITAL TERRITORY

73 Northbourne | Level 5, 73 Northbourne Avenue | Canberra ACT 2601