

# Community101 shared workspaces

## Terms of Use



### 1. Introduction

Welcome to community101. These are shared workspaces provided by BNZ, currently at:

- (a) 111 Cashel Street, Christchurch
- (b) temporary shared workspace locations we provide from time to time.

These are community workspaces; you don't need to be a BNZ customer to use one.

**These terms:** We, BNZ, provide each workspace in accordance with these terms, which include the [community101 website](#). You agree to them each time you book a workspace.

**Changes and law:** We can update these terms on our website at any time and without notice. They are subject to New Zealand law.

### 2. Bookings

**How to book:** Booking is easy. See the [community101 website](#) for details. You'll need to provide basic information, including your name, email, and group size. Only over 18's can book. Only book spaces that match your group size, e.g. two or more people for a room.

**Cost:** It's free to book and use a workspace.

**Cancellations:** We need two hours' notice of any cancellation. We may also cancel a booking if you're 15 minutes late.

**Groups:** Groups are limited to six people. Contact us if you have a bigger group, event, or want exclusive use of an area. We'll consider any request. When these terms mention you, this is extended to mean both you (the person booking) and each member of your group. However, you're ultimately responsible (and liable) for your group's behaviour.

**Opening hours:** Workspaces are open from 10:00am to 4:00pm on working days.

**Duration:** Feel free to book and use our workspaces on a fair usage basis. As a guide, we consider fair usage to be a minority of working days in any 30 day period. We have full discretion to determine fair usage from time to time. We'll consider longer term or semi-permanent bookings by prior request.

**Limitations:** Bookings are subject to availability. We'll sometimes need to limit bookings, spaces, or close a workspace completely. This can be temporary or permanent.

### 3. Using a Workspace

**Licence:** Each booking gives you a short licence of a space on these terms. You don't have any lease, exclusivity, right to quiet enjoyment or to future use, unless we explicitly agree.

**Permitted Activities:** You can only conduct lawful activities that would ordinarily occur in a professional office space.

**Policies and Procedures:** Always follow our policies, procedures and reasonable directions, particularly regarding health & safety, internet use, and security. We may display these in a workspace or discuss them with you. They may change at any time.

**Behaviour:** Be professional, courteous and respectful of BNZ staff and other workspace users.

**Confidentiality:** These are shared workspaces, so take care when discussing sensitive information. We're not responsible if any information is seen, overheard, or collected. Please note that we may use CCTV for safety and security.

**Your Property:** Your property is at your own risk, not ours. You can't leave your belongings unattended. You can't deliver mail to a workspace.

**Damages and Alterations:** You can't damage or alter the workspace, our equipment or other property. If you do, it's at your sole expense.

**No Warranty:** We don't warrant that a workspace is suitable for any purpose. We exclude all such warranties as far as the law allows.

**No Partnership:** Neither these terms, or use of a workspace, makes us your agent, employer, principal or partner, in a joint venture or otherwise.

### 4. Health and Safety

**Your Responsibilities:** Help keep workspaces safe. You're obliged to:

- (a) Take care of yourself and others
- (b) Observe all health and safety laws and regulations
- (c) Comply with current Government requirements (and any of our additional requirements) to limit the spread of Covid-19 and other diseases
- (d) Report any identified risks or incidents to our staff (including near misses)
- (e) Immediately follow all emergency procedures and directions.
- (f) **No pets policy:** We have a strict no animals and pets policy at our workspaces. Certified disability assist dogs are welcome – you'll be responsible for their behaviour and well-being during their stay.

### 5. Liability

**Your Liability:** You indemnify us against all costs we incur from you or your group failing to comply with these terms. This takes the form of you paying us, on demand, the amount that we tell you we need to compensate us for our cost. By cost, we mean (without limitation) our general costs, solicitor-client costs, fees, losses, and liabilities.

**Our Liability:** We, our employees and affiliates, aren't liable for any losses (whether direct or indirect) resulting from a workspace being used, occupied, or unavailable, at any time. This includes (but isn't limited to) loss or damage to your property, or a loss of actual or potential earnings.

### 6. Enforcing our rights

**Our Discretion:** We'll determine compliance with these terms at our full discretion.

**Access:** We can limit or remove your right to access or occupy a workspace at any time.

**No Waiver:** We can always enforce our rights later, even if we don't do so straight away.

**Severability:** If some of these terms are found to be unenforceable, we can still enforce the rest of them.

### 7. Your privacy

You may provide us with information when booking or using a workspace. We (including our employees, affiliates, and third-party suppliers) may collect, store and use that information to administer the workspaces and to refine our services. See our [Master Privacy Policy](#) for more information on our privacy practices.