

Women in Ministry Co-Working Space Terms & Conditions

1 Definitions

In this document, unless a contrary intention appears:

ADM means Anglican Deaconess Ministries Limited (ABN 11 069 533 482).

ADM's Theological Principles means the theological principles set out on Our Website at the following URL: <https://www.deaconessministries.org.au/what-we-believe>.

Amenities and Facilities means the amenities and facilities provided by ADM in connection with this Licence as set out in Part B of Schedule 3, as amended by ADM from time to time.

Business Day means the period between 9.00 am and 5.00 pm on a day (other than a Saturday, Sunday or Public Holiday) on which banks are open for general banking business in Sydney.

Christian Ministry means ordained or lay Christian ministry and mission work, both paid and unpaid, and includes undertaking or participating in theological education and training for evangelism, bible teaching, discipleship, pastoral care, and compassionate Christian ministries.

Common Areas means parts of the Office that are designated for common use and any other areas designated for common use and which are not otherwise leased or licensed to any person as shaded on the Floor Plan.

Co-working Space means the part of the Office commonly referred to as The Garden Room that is designated for common use and which is not otherwise leased or licensed to any person as shaded on the Floor Plan.

Day Pass Licence means a Licence described in Part A of Schedule 3.

Floor Plan means the plan attached at Schedule 1.

Licence means the non-exclusive licence granted by ADM to you to access and use the Co-working Space for the Licence Period.

Licence Fee means the relevant fee prescribed by ADM as set out in Part A of Schedule 3, as amended by ADM from time to time.

Licence Period means the relevant period prescribed by ADM as set out in Part A of Schedule 3, as amended by ADM from time to time.

Office means ADM's registered office suite 103, Level 1, St Andrew's House, 464-480 Kent Street, Sydney, NSW 2000.

Our Purpose means ADM's purpose as set out in clause 2.1 of the constitution of ADM as amended on 23 November 2023.

Our Website means the website of ADM currently available at <https://www.deaconessministries.org.au>.

Permitted Purpose means a purpose which, in the sole discretion of ADM, furthers Our Purpose.

Privacy Policy means the privacy policy adopted by ADM as available on Our Website.

Rules means the rules published by ADM, as varied from time to time and which at the date of this document are at Schedule 2.

Scheduler means the online booking system used by ADM to facilitate bookings of the Co-working Space.

Women in Ministry means women who satisfy the eligibility criteria set out in clause 4.

Working with Children Check means a clearance issued under section 18 of the *Child Protection (Working with Children) Act 2012* (NSW).

Workplace Equipment means the following Workplace Equipment provided for your use in the Co-working Space (and, if relevant, Common Areas) in accordance with clause 6:

- (a) one desk space at a communal table;
- (b) one task chair; and
- (c) one locker.

Your Property means any equipment, documents, property or possession that you bring into the Co-working Space.

2 Interpretation

References to “you,” “your” and similar words in these Terms and Conditions refer to the individual applying to use the Co-working Space and agreeing to be bound by these Terms and Conditions.

3 Background

The Co-working Space aims to establish a collaborative co-working environment specifically for Women in Ministry. Located within the Office, this initiative seeks to create a setting that fosters productivity, collaboration and support among women working in various aspects of ministry.

4 Eligibility criteria

To be eligible to apply to use the Co-working Space, you must:

- (a) be a woman;
- (b) be a Christian who is able to subscribe to ADM’s Theological Principles;
- (c) be at least 18 years of age;
- (d) hold a current Working With Children Check;
- (e) be currently:
 - (i) serving in Christian Ministry; or
 - (ii) in the sole discretion of ADM, working on a project that will further Our Purpose.

5 Application process

- (a) You can make an application to use the Co-working Space using the form prescribed by ADM online at Our Website.

- (b) Your application to use the Co-working Space must be accompanied by any additional evidence required by ADM, including:
 - (i) confirmation, in a form satisfactory to ADM, that you are committed to ADM's Theological Principles;
 - (ii) a description of how you satisfy each of the eligibility criteria, including:
 - (A) the Christian Ministry you are currently serving in; or
 - (B) the project you are working on,
 in accordance with clause 4(e) above.
 - (iii) a statement that you have read and agreed to these Terms and Conditions.
- (c) You will be notified of the outcome of your application within a period of time to be determined by ADM.
- (d) Successful applications will be approved for access to the Co-working Space for the Licence Period, as determined by ADM in its sole discretion.

6 Licence to Use

In consideration of you paying the Licence Fee to ADM, ADM grants to you a non-exclusive licence to use and occupy the Co-working Space subject to these terms and conditions.

7 General conditions of use

You agree that your use of the Co-working Space is subject to each of the following conditions:

- (a) You may only use the Co-working Space for a Permitted Purpose.
- (b) You may use the Common Areas in accordance with the Rules on the terms of this Licence.
- (c) You may use the Amenities and Facilities in accordance with the Rules on the terms of this Licence.
- (d) Subject to clause 8 and the terms of your Licence, you are entitled to access the Office and Co-working Space on Business Days other than during ADM's Office closure periods.
- (e) ADM is able to restrict your access and use of the Co-working Space depending on the Licence Period.
- (f) You may only use any Workplace Equipment provided by ADM for your use within the Co-working Space strictly for the purpose it was designed or intended to be used.
- (g) ADM gives no warranty as to the suitability of the Co-working Space or any Workplace Equipment.
- (h) You must comply with any law, instrument, legislation, notice or order affecting the Co-working Space.

- (i) You will not perform any activity that is, in the sole discretion of ADM, reasonably likely to be disruptive, damaging or dangerous to ADM, ADM's employees or agents, other Co-working Space users, any guests or any other third parties.
- (j) You agree to comply with the Rules and any additional policies provided to you by ADM.

8 Access

- (a) You must book a desk space at a communal table in the Co-working Space using Scheduler prior to attending the Office.
- (b) If Scheduler shows (or otherwise ADM notifies you) that there are no available desk spaces at a communal table in the Co-working Space at your nominated time, you will not be able to attend the Co-working Space.
- (c) If you have successfully made a booking in accordance with clause 8(a), upon arrival at the Office you must:
 - (i) sign in at the ADM reception desk;
 - (ii) select your specific desk space at a communal table in the Co-working Space.
- (d) You must sign out at the ADM reception desk each time you use the Co-working Space.
- (e) Your Licence only includes access to the Co-working Space and the Common Areas, and does not include access to any other space in the Office, including the ADM office spaces as indicated on the Floor Plan.
- (f) ADM may cancel or amend a Co-working Space booking without notice. While ADM will make best endeavours to provide you with reasonable notice, you acknowledge that there may be circumstances in which this will not be possible.

9 Fees

- (a) You must pay the Licence Fee to ADM's nominated bank account in advance of your use of the Co-working Space.
- (b) Whether payment has been received by ADM in accordance with clause 9(a) is determined solely by ADM.

10 Liability

- (a) You release ADM from, and indemnify ADM against, any loss or liability arising from or costs incurred in connection with this Licence or your occupation and use of the Office and Co-working Space, including damage to or destruction of any property, injury to any person or their death, anything ADM is permitted or required to do under this Licence and anything you are required to do under this Licence. You must not make a claim against ADM or terminate this Licence (or attempt or purport to do so) in connection with anything in this clause 10.
- (b) However, the release and prohibitions in clause 10(a) do not apply to the extent that the relevant loss, liability or cost is caused or contributed to by ADM's negligence (or the negligence of the relevant officer, employee, contractor or agent).

11 Possession does not pass

This Licence is a licence to occupy only and does not give you a right to possession or create any equitable estate or proprietary interest in the whole or any part of the Co-working Space which at all times remains vested in ADM.

12 Privacy

- (a) ADM will have access to personal information about you, such as your name and address.
- (b) ADM will only use, disclose and deal with your personal information in accordance with ADM's Privacy Policy.

13 Non-compliance

If you do not comply with any of the provisions of this Licence, then without affecting any other right, ADM may remedy the non-compliance without giving notice to you and you must reimburse ADM for any reasonable costs incurred in doing so.

14 ADM's rights

ADM may terminate this Licence by written notice if you do not comply with any of your obligations under this Licence and do not remedy that failure within a reasonable time after ADM gives you a notice to do so.

15 Termination

ADM reserves the right to terminate this Licence effective immediately if ADM considers (in its absolute discretion) that:

- (a) your conduct may damage ADM's reputation;
- (b) your philosophy, standard and values no longer align with Our Purpose; or
- (c) you cease to meet the eligibility criteria set out in clause 4.

16 You must vacate

On or before the expiry or termination of this Licence, you must:

- (d) vacate the Co-working Space;
- (e) remove all Your Property and effects; and
- (f) leave the Co-working Space and Workplace Equipment in a clean and tidy state and in a state of good repair, having regard to its condition at the date you first occupied the Co-working Space.

17 You must make good damage on removal

You must use reasonable endeavours not to cause or contribute to any damage to the Co-working Space, Workplace Equipment or Office when removing Your Property and effects. Without limiting this obligation, you must make good (to ADM's satisfaction, acting reasonably) any such damage.

18 No assignment

The rights and entitlements granted to you in this Licence are personal to you and you must not assign this Licence or let or part with possession of any part of the Co-working Space.

19 Your behaviour

19.1 You must:

- (a) comply with the Rules;
- (b) comply with any direction of ADM staff;
- (c) not use the Co-working Space or Workplace Equipment for any illegal or noxious purposes;
- (d) do anything in the Office or Co-working Space which annoys, disturbs or causes nuisance, interference or damage to owners or occupiers of other workplace spaces or nearby properties;
- (e) not smoke or use e-cigarettes anywhere in the Office or Co-working Space;
- (f) maintain the Co-working Space and Workplace Equipment in a good condition (subject to reasonable wear and tear); and
- (g) not deface any walls or other surfaces in the Co-working Space.

19.2 ADM reserves the right to exclude or remove you from the Building, on reasonable grounds.

20 Notices

- (a) A communication under this Licence (such as a notice, demand, consent, waiver or approval) must be:
 - (i) in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) hand delivered, sent by prepaid post or emailed (but not by email in the case of a notice or communication that is a notice of breach or a notice of termination of this Licence) to the recipient's address for notices, but, if the recipient has notified a different address for the purposes of this clause, it must be delivered, sent or emailed to the last address so notified.
- (b) A communication given in accordance with clause 20 takes effect when it is taken as received (or at any later time specified in it).
- (a) A communication that complies with clause 20 and is:
 - (i) hand delivered, is taken as received on delivery;
 - (ii) sent by prepaid post, is taken as received on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
 - (iii) sent by email, is taken as received at the time stated in the 'Sent' line in the header of the sender's copy of the email unless the sender promptly receives a message from its internet service provider or the recipient's mail server indicating that the email has not been successfully transmitted.
- (b) However, if, without this clause 20, a communication would otherwise be taken as received:
 - (i) on a day that is not a Business Day; or
 - (ii) after 5.00 pm on a Business Day,it is taken as received at 9.00 am on the next Business Day.

21 Governing law

This Licence is governed by the law in force in New South Wales.

22 Confidentiality

- (h) You acknowledge that the terms and conditions of this Licence constitute an asset of value to ADM and you agree not to disclose any dealings concerning this Licence or any terms or conditions of this Licence to any third person without ADM's consent except for the purposes of your own financial, accountancy or tax records or unless compelled to do so by law.
- (i) You acknowledge that the Office offers Co-working Space for you to use in conjunction with others and due to the close working environment you may overhear and otherwise become aware of information relating to third parties.
- (j) You must not disclose any information of which you become aware without the consent of the third party.
- (k) You must ensure that you take appropriate steps to protect your own information to prevent any unauthorised disclosure.
- (l) You release ADM from all claims and liability for any unauthorised disclosure of any information disclosed without consent under this clause 22.

SCHEDULE 1

Co-working Space

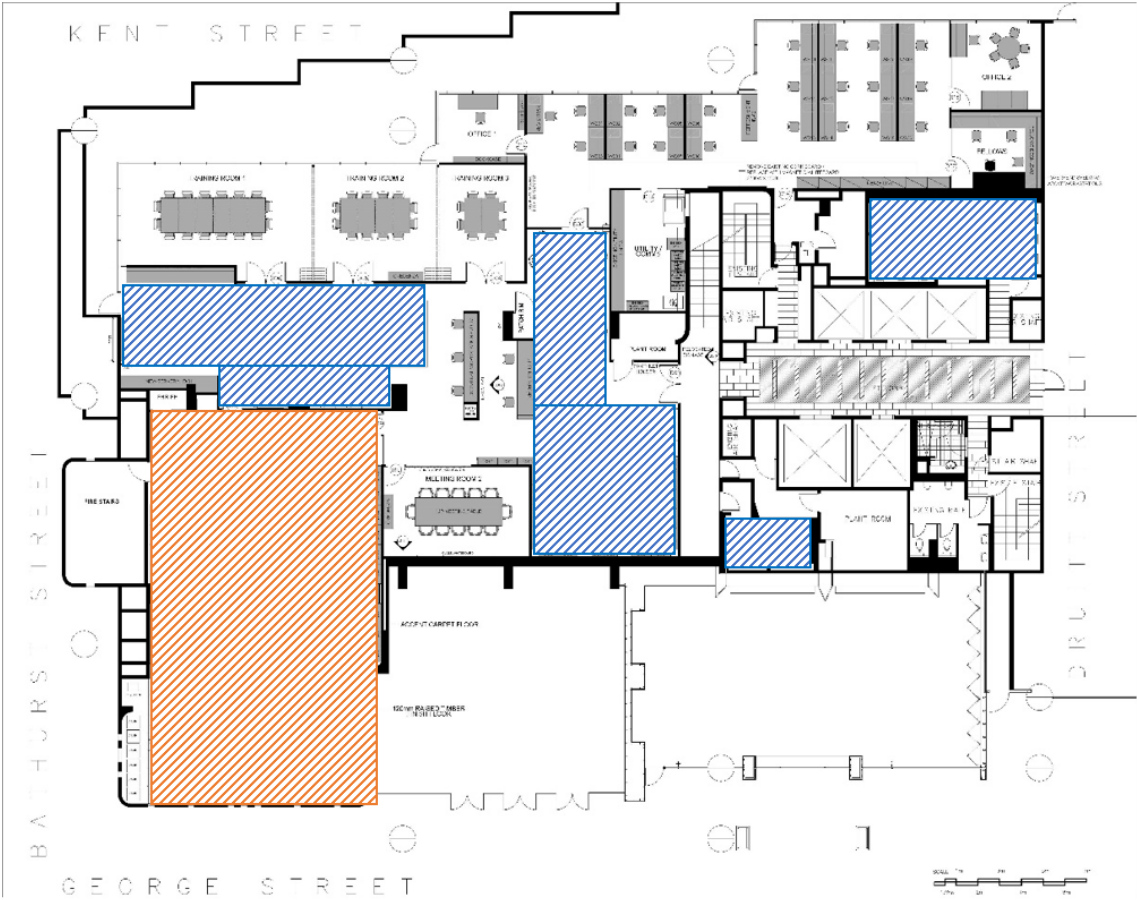
The space hatched orange including The Garden Room.

Common Areas

Those spaces hatched blue and including the communal foyer areas, library, and kitchen.

Access does not include those areas of the Office that remain unshaded on the map below (including Training Rooms 1-3, Meeting Room 2, Reception Desk and ADM offices).

Floor Plan



SCHEDULE 2

Rules

Common Areas

- a) ADM may remove any person from the Common Areas if that person is not (in the absolute discretion of ADM) behaving in an appropriate manner.
- b) You must not obstruct or use the footpaths, entrances, passages, halls, lifts, escalators and staircases for any purpose other than for access to or from the Office.
- c) You must not cover or obstruct any air conditioning ducts and outlets and the skylights and windows which reflect or admit light into any part of the Office.

General Rules for use of the Co-working Space and Office

- d) You must not make or permit any improper or unseemly noises in the Office or interfere in any way with other persons in the Office or mark or otherwise defile the Office.
- e) You will not unreasonably interrupt ADM staff or others using the Co-Working Space.
- f) The Co-working Space is predominantly for quiet working. Please be aware of others. Quiet phone calls or video calls using headphones can be made inside the Co-working Space. Please consider leaving the room for phone calls or for other distracting activities.
- g) You will treat ADM, our employees or agents and other Co-Working Space users with respect.
- h) You must keep the Co-working Space clean, and free of dust, rubbish and waste and dispose of waste and rubbish and otherwise or in accordance with ADM's requirements.
- i) You must ensure that any Workplace Equipment which is used in the Co-working Space is maintained (and repaired, if necessary) having regard to its condition at the date of this Licence (but subject to fair wear and tear).
- j) You are not required to carry out any major repairs or replace major components or parts of a capital nature (in each case, other than where this is necessary due to your negligence or your failure to comply with Rule (h) above.
- k) You must not use Amenities and Facilities for any purpose other than that for which they are intended.
- l) You must ensure that Amenities and Facilities that are used are maintained (and repaired, if necessary) having regard to their condition at the date of this License (but subject to fair wear and tear).
- m) No person is to interfere in any way with other persons in the Office or mark or otherwise cause the Office to be unclean or untidy.
- n) You must not affix to any part of the Office a television or radio mast or antenna and no musical instrument, radio, television set, amplifier or other sound producing equipment is to be used or operated in the Co-working Space or in any part of the Office without ADM's consent and ADM may withdraw its consent at any time without notice if it considers it to be in the interests of the other occupiers of the Office.
- o) You must not and must not allow any animals, fishes, reptiles or birds to be kept in or about the Office.
- p) You must not and must not allow nails, screws or hooks are to be driven into any part of the Office.
- q) No food is to be prepared or cooked in the Office except in areas which provide Amenities and Facilities for that purpose.
- r) Smoking and vaping is not permitted in any part of the Office.
- s) You must not move any heavy or bulky item into or out of the Office except under ADM's supervision and at a reasonable time approved by ADM.
- t) You must not cover or obstruct the sprinklers, floors skylights glazed panels ventilators and windows that reflect or admit light or air into passageways or into any part of the Office or cover or obstruct any lights or any other means of illumination in the Office.
- u) You must not use any method of cooling or heating the Office or Co-working Space other than as prescribed and fixed by ADM and under special agreement made with ADM for that purpose.
- v) You must not burn rubbish or waste in the Office.

- w) You must not allow any accumulation of useless property or rubbish in the Co-working Space.
- x) You must not position furniture or equipment so as permanently to obstruct any service ducts and cupboards and must allow ADM access to them.
- y) You must not interfere with the electrical fittings or equipment within the Office.
- z) ADM is not liable for any mail or packages received by ADM on behalf of you without ADM's acceptance signature
- aa) You must not take, copy or use any information or intellectual property belonging to ADM or any other person, including any confidential or proprietary information, personal names, likenesses, voices, business names, trademarks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same and this provision will survive the termination of this Licence;
- bb) You must not film within the Office, without completing all required paperwork and receiving express written consent from ADM.
- cc) You must not operate any equipment within the Office that has higher heat output or electrical consumption than in a typical personal office environment, or places excessive strain on ADM's electrical, IT, HVAC or structural systems, with such determination to be made in

ADM's sole discretion, without ADM's prior approval;

- dd) You must not bring any weapons of any kind, or any other offensive, dangerous, hazardous, inflammable or explosive materials into the Co-working Spaces or the Office.

Building Security

- ee) You must comply with ADM's reasonable security procedures for access to the Office.
- ff) ADM may, but has no obligation to, regularly record certain areas in the Office via video for security purposes.
- gg) ADM may close the Office due to riots, civil disturbance demonstrations or any other cause which in ADM's opinion endangers or may endanger the Office or any persons in the Office.
- hh) You must ensure that you are fully aware of all safety and emergency procedures for the Office. You must comply with any practice or test procedures and drills from time to time arranged or required by ADM in connection with the emergency and evacuation procedures for the Office.
- ii) At the end of the Licence Period, you must surrender to ADM all security access devices belonging to the Office held by you during your occupancy.

SCHEDULE 3

Part A

Licence Details

Licence type	Licence Period	Licence Fee
Day Pass	Business Day	\$10

Part B

Set out below are the Amenities and Facilities available for your use under this Licence (subject to the terms of any additional policy provided to you by ADM):

- (a) Bathrooms;
- (b) Wireless internet;
- (c) Air conditioner;
- (d) Basic kitchen facilities including use of a microwave, fridge, kettle, cups, cutlery and sandwich press;
- (e) Reasonable use of printer(s);
- (f) Use of library books, provided you do not take any book out of the Office.