



CO-WORKER'S PASS

Join Now
\$250 + GST
valid for 12 months
More options available online

Exclusively for Co-workers



Free, high speed WIFI
Photocopier and printer
Podcast and Zoom room



Desks, charging stations,
meeting rooms or
serviced offices



Connections to like-minded
professionals, virtual
networks and resources to
help inspire your best work

BOOM Works is the business end of BOOM Clunes. Located upstairs at the old State Bank, this co-working space is designed to give local and visiting business people room to work, think and network.

An annual Co-workers Pass provides preferential access to facilities that help you do your job well; but it's much more than that.

It's a space where you can connect with others, in person and virtually, in order to grow and develop your business. Make it easier to excel at your work by getting your own Co-worker Pass now.

Our Offerings

- ✓ 7 Days a Week
- ✓ Desks, Meeting Rooms
- ✓ Podcast and Zoom Room
- ✓ Networking Events

Get your



Co-Worker Pass at www.boomclunes.org

Co-working Service Agreement Terms & Conditions

The services BOOM Works (a stream of BOOM Clunes, an initiative of Clunes Neighbourhood House Inc.) provides to you are subject to the following Terms and Conditions (T&C). BOOM Works reserves the right to update the T&C at any time without notice to you. BOOM Works co-worker pass does not create a tenancy but is a prepaid usage license to use the provided amenities on periodic or casual basis.

Description Of Services

BOOM Works may provide you with access to hot desk-style office space, internet access, office equipment, workshop/meeting space, and other services (collectively, "Services"). The Services at all times are subject to the T&C; which are informed by the policies and procedures of Clunes Neighbourhood House.

Behaviour

The Co-worker agrees to conduct themselves according to the policies that BOOM Works implements regarding personal behaviour (see CNH Behaviour Policy - available at www.clunesnh.org or upon request). At BOOM Works sole discretion, your access to any Services may be terminated for behaviour that violates any such policies.

No Unlawful Or Prohibited Use

You will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any BOOM Works servers or websites, or interfere with any other party's use and enjoyment of any Services.

You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks related to BOOM Works or any of its members, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor should you post or download files that you know or should know are illegal or that you have no rights to.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this T&C and no further authorization or approval is necessary.

You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

Use Of Services

You agree that when participating in or using the Services, you will not:

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through BOOM Works servers or websites; or through external channels.
- Upload, or otherwise make available, file/s that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker.
- Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
- Restrict or inhibit any other user from using and enjoying the Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules).
- Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.
- Violate any applicable laws or regulations; or
- Create any false identity for the purpose of misleading others.

No Residency

The BOOM Works is a commercial facility. Using the location or your membership for the purpose of establishing a personal residence is not permitted. You hereby understand, agree and warrant that you are not a residential tenant at BOOM Works.

Co-worker Pass

Co-worker Passes entitles the co-worker to a usage licence that expires annually. At that time the pass will be automatically renewed with consent of each party.

Terminations

The T&C must be adhered to at all times. Failure to follow T&C can result in non renewal or even early termination of the usage license. BOOM Works reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C.

Confidentiality

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by BOOM Works or any participant of used Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of BOOM Works, fellow Co-workers and Serviced Offices in BOOM Works.

Your participation in and/or use of the Services obligates you to

- Maintain all Confidential Information in strict confidence;
- Not to disclose Confidential Information to any third parties;
- Not to use the Confidential Information in any way directly or indirectly detrimental to Herd Coworking or any participant or user of the Services.

Participation in or Use of Services

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that BOOM Works does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

Disclaimer of Warranties

To the maximum extent permitted by the applicable law, BOOM Works provides the Services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including but not limited to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by the applicable law, in no event shall BOOM Works or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty Terms and Conditions (including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of BOOM Works, and even if BOOM Works has been advised of the possibility of such damages.

Limitation of Liability and Remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of BOOM Works or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this T&C and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance in accordance with our insurance coverage. The foregoing limitations, exclusions and disclaimers, including the previous sections) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Non-Disparagement

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding BOOM Works, or any of BOOM Works officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

Indemnification

You release, and hereby agree to indemnify, defend and save harmless BOOM Works and BOOM Works subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, wilful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorney fees and costs incurred by BOOM Works or its respective officers and agents in connection with the defence of such claim or lawsuit. Severability In the event that any provision or portion of this T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Insurance

BOOM Works carries Liability insurance. As a user, you are required to carry your own Liability Insurance policy to a minimum value of five million dollars. BOOM Works strongly suggests that you cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of BOOM Works.

NAME: _____ PROFESSION/TRADE: _____

BUSINESS NAME: _____ MOBILE: _____

EMAIL: _____ WEBSITE: _____

I accept the above terms and conditions. SIGNATURE: _____