

# WELCOME TO BNZ PARTNERS CENTRES

Terms of Use

November 2019

- A.** BNZ Partners Centres are flexible, shared workspace environments located at BNZ locations throughout New Zealand (“Centres” and individually a “Centre”) with bookable meeting rooms and smaller collaboration spaces (“Spaces” and individually a “Space”) designed for business owners and like-minded people amongst BNZ Partners’ customers.
- B.** Using the BNZ Partners Centre concept, the Bank of New Zealand (“we”, “our”, “us”) aims to:
  - (a) help create a local sense of community;
  - (b) foster collaboration and the sharing of knowledge and ideas; and
  - (c) to help businesses thrive.

## 1. General

- 1.1** The following terms of use (“**Terms of Use**”) govern your use of the Centres. If you fail to comply with any of the Terms of Use, BNZ can, in its sole discretion, terminate, suspend or otherwise limit your use of the Centres.
- 1.2** By using or by booking to use a Space (whether in person, or online), you acknowledge that you have read, understood and agreed to be bound by the Terms of Use.
- 1.3** If you are booking or using a Space on behalf of another entity, you warrant that you have authority to bind that entity to the Terms of Use (and any reference to “you” under the Terms of Use will also be a reference to that entity).
- 1.4** If you are hosting guests, the Terms of Use will apply equally to your guests (as if they were you), so you should ensure that they read and understand the Terms of Use before using the Space. You will be responsible for any of your guests’ compliance or non-compliance with the Terms of Use.
- 1.5** If there is anything that you do not understand, please speak to us before making use of a Space. Remember that you and your guests accept the Terms of Use by booking or using any Space.

## 2. Booking

- 2.1** You may only book a Space, if you are a current BNZ Partners’ customer. By booking a Space, you represent to us that you are a current BNZ Partners’ customer.
- 2.2** When you book a Space, we will use our best endeavours to provide the Space and any equipment specified in your booking. BNZ does not represent that a Space or equipment will be available at the requested time and your ability to use the Spaces and equipment will always be subject to availability.
- 2.3** If we are unable to make the Space specified in your booking available, we will use our best endeavours to allocate an alternative Space to you, as long as such areas are sufficient to accommodate your booking requirements.
- 2.4** When you book a Space, you must specify the number of people that you anticipate will be attending.
- 2.5** At all times, you will use the Centres, Spaces and their facilities in a professional manner in accordance with our highest standards, promote the reputation of the Centres, and treat all others using the Centres respectfully.

## 3. Using the spaces

- 3.1** While using the Centres and Spaces, you must:
  - (a) At all times, use the Centres, Spaces and their facilities in a professional and courteous manner, and treat all others using the Centres respectfully.
  - (b) Comply with all applicable BNZ policies, procedures, or other reasonable directions from us, particularly in relation to internet use, security and safety, evacuation procedures and health and safety instructions or policies.
  - (c) Not make or allow to be made any alterations or additions to the Centres or their equipment, chattels fixtures or fittings.
  - (d) Use the Centre for the sole purpose of conducting your business as stated in your booking or as otherwise understood by us.
  - (e) Not exceed the capacity of the Space you have booked. In the event that the people who attend the Space at the time you have booked exceed that Space’s capacity, without prejudice to any other rights under the Terms of Use, we may immediately terminate, suspend or otherwise limit your use of the Centres.
  - (f) Ensure that any of your guests that are not BNZ Partners’ customers are accompanied by you, or one of our staff members.
  - (g) Not damage the Centres or any property in the Centres and will, at your cost, rectify as soon as reasonably practicable any damage to a Centre or property that may be made or caused by you or your guests.
  - (h) Not endanger or injure any person occupying or using the Centres, or any person who is within the wider environment that a Centre occupies.
  - (i) Not interfere with our business or that of other users of the Centres in a way that hinders the natural conducting or ordinary course of that business.
  - (j) Not operate any business from the Centres, behave or take any actions likely to bring the reputation of the Centres or BNZ into disrepute.
  - (k) Organise any catering that is required during your use of a Space.
  - (l) Remove your property from the Centres upon departure, including removal of any self-organised catering equipment. We will not be liable for the loss or damage of any of your or your guests’ property. Any property belonging to you that you have left behind or has otherwise remained within a Centre when you leave, is left at your own risk.

- (m) Use the Centres fairly and appropriately. Fair and appropriate use of the Centres is at our discretion and includes, but is not limited to:
  - (i) booking and using Spaces commensurate with the number of people that you anticipate will be using the Space (for example, by only booking a meeting room when you anticipate multiple attendees); and
  - (ii) ensuring others are able to book Spaces (for example, by not booking particular Spaces for consecutive weeks or months).  
If, in our reasonable opinion, we consider your usage of the Spaces to be unfair, unreasonable and/or excessive, your use of the Spaces may be immediately terminated, suspended or otherwise limited without notice to you.
- (n) Use the Centre for reasonable and proper business purposes only and in compliance with all applicable laws.
- (o) Not use any of the Centres' addresses as any of your business addresses
- (p) Not forward mail or arrange for mail to be forwarded to any of the Centres. We are not obliged to notify you of any mail we receive at the Centres that is addressed to you or your guests and will return to sender any mail received in breach of this term.

**3.2** The hours of operation for the Centres varies from Centre to Centre. For the security and safety of our staff, all users must exit the Centres five minutes before closing time. If you or your guests remain in a Centre after that time, we may, at our absolute discretion, terminate, suspend or limit your use of the Centres.

**3.3** You acknowledge and understand that CCTV cameras will be operating in the Centres and any adjacent BNZ property for security purposes.

## 4. Cancellation and suspension of use of BNZ Partners Centres

**4.1** If you wish to cancel your booking you must give us notice at least 24 hours before your scheduled booking. If you fail to cancel within that time and/or do not use the Space within 15 minutes of when you had booked, your booking will be cancelled. Any Space with a cancelled booking will be made available during that time for other users of the Centres to book and use.

**4.2** We can, in any other circumstance and at our absolute discretion, immediately terminate, suspend or limit your use of the Centres.

**4.3** If, for whatever reason, we terminate or suspend your use of a Centre you must, when requested to do so, leave the Centre immediately.

## 5. Health and Safety

**5.1** You agree to adhere to all health and safety rules for the Centres. As a user of the Centres, you are responsible for your own wellbeing, health and safety, and the same of any others that may be affected by your work. You must also ensure that no action or inaction by you causes harm or injury to

another person. To prevent such harm or injury, you agree to:

- (a) take care of yourself and others and ensure that your actions do not adversely affect others;
- (b) carry out your work in line with all relevant legislation and regulations;
- (c) follow the requirements of any risk assessment that is in place in your relevant business unit;
- (d) adhere to the emergency procedures;
- (e) report all Centre-related accidents (including ill-health), incidents (including near misses) and non-conformities to the Centre Associate or other BNZ staff member; and
- (f) report any unsafe or unhealthy working conditions or faults to the Centre Associate or other BNZ staff member.

## 6. Liability

**6.1** You agree to indemnify us for any action, claim, demand, loss, damage, cost, expense and liability that we may suffer or incur which may arise as a result of:

- (a) your use or misuse of a Centres;
- (b) your acts, omissions, neglect, breaches or defaults; or
- (c) your failure to comply with any obligation imposed by us or by law.

**6.2** You agree to occupy and use the Centres at your own risk and agree to release us, to the fullest extent permitted by law, from all claims, demands, expenses or liability which may arise (other than as a result of our misconduct or negligence) in respect of:

- (a) any theft or improper removal of any property from a Centre;
- (b) any damage to, or loss of any of your property or that of your guests; and
- (c) any fire, water sprinkler malfunction or the malfunction of any other equipment within a Centre or surrounding environment.

**6.3** BNZ will not be liable for the loss or damage of your property or your guest's property. Any property belonging to you that you have left behind or has otherwise remained within a Centre when you leave, is left at your own risk.

## 7. Unexpected events

**7.1** Occasionally, unexpected events occur that are out of our control and yours. These events include (but are not limited to) power outages, lock outs, accidents, flooding, fire/fire drills, earthquakes or system outages and equipment issues. In such cases, we both agree that the other party will not be liable for any delay or failure to meet our obligations that results from such events.

## 8. Confidentiality

**8.1** You agree to keep strictly confidential and take all reasonable practical steps to prevent any unauthorised use or disclosure of, all information (including that of other users of the Centre) which is disclosed, or which becomes otherwise known to you during, or otherwise as a direct result of, your use of the Centres.

- 8.2** While using the Centres, you are solely responsible for protecting your confidential information. We will not be liable for your failure to protect and maintain the confidentiality of your own information.
- 8.3** We will not sell or give details about you to other organisations or marketing companies and you will not share our information or any information of other members or users of the Centres without their express prior written consent.
- 8.4** The parties both agree that the obligations under this section continue indefinitely, regardless of your scheduled booking time or whether you are using the Centres or not.

## 9. Privacy

- 9.1** The information you provide relating to your use of the Centres may be collected and used by us and disclosed between us and our agents and third-party suppliers for the purpose of administering your use of the Centres and developing and refining the Centres themselves and the services that we offer to their users.
- 9.2** For the avoidance of doubt, the collection, use and disclosure of any information you provide will be governed by the BNZ privacy policy, as updated from time to time and available at <https://www.bnz.co.nz/support/security/security-online/our-privacy-policy>

## 10. Variation

- 10.1** We may make updates to the Terms of Use from time to time. Please request a copy from your local BNZ location or [www.bnz.co.nz](http://www.bnz.co.nz) to ensure that you understand your obligations and any changes to the Terms of Use.

## 11. No obligation or warranty

- 11.1** We are not obligated to ensure or offer to you a co-working space or meeting rooms as a service. We do not in any way warrant that a Space is or will remain suitable or adequate for any of your purposes of use and, to the fullest extent permitted by law, all implied warranties as to suitability or adequacy are expressly excluded.

## 12. Right to occupy only warranty

- 12.1** The rights granted by the Terms of Use do not create or confer upon you any tenancy or any estate or interest in or over a Centre or a Space and, subject to the Terms of Use, you will have a temporary, non-exclusive right to occupy which does not comprise of or include any other right other than as described in the Terms of Use. We reserve our right to exercise our rights to use, possess and enjoy the whole or any part of the Centres at all times.

## 13. No partnership

- 13.1** Your use of the Centres and the Terms of Use do not create a relationship of employer and employee, principal and agent, partners or a joint venture between you and us.

## 14. No waiver

- 14.1** Subject to your obligation to notify us of any booking cancellation, any failure to exercise any right or remedy available to either party does not limit the other party's rights to exercise that or any other right or remedy.

## 15. Severability

- 15.1** If any part of the Terms of Use is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the validity or enforceability of the remaining parts of the Terms of Use.