



# The Coffee Commune Membership Terms and Conditions

## The Coffee Commune – Membership Terms

These Membership Terms set out the membership agreement between The Coffee Commune Pty. Ltd., ABN 59 638 751 041 ("us", "our" "we" or "The Coffee Commune") and each person ("you" or "your") applying to be a Member of The Coffee Commune.

Any communication in relation to your Coffee Commune Membership should be directed to [hello@coffeecommune.com.au](mailto:hello@coffeecommune.com.au).

### 1. DEFINITIONS

- Unless the context otherwise requires:

"Member" means a person or company accepted by us as a current member of The Coffee Commune.

"Member Benefit" means any benefit including access to services and offerings available to a Member of that Membership Type.

"Member Details" means the details provided by a Member to The Coffee Commune about the Member and their preferences for interacting with The Coffee Commune.

"Membership" means the Member's membership of The Coffee Commune in accordance with these Membership Terms.

"Membership Account" means a Member's individual membership account showing the Member's Details and activity including transactions and Member Benefits obtained by the Member.

"Membership Fee" means the applicable annual fee payable for the Membership Type held or to be held by the Member.

"Membership Terms" means this document and the terms and conditions contained in this document.

"Membership Type" means a category of membership to The Coffee Commune as identified from time to time on The Coffee Commune Website.

"Privacy Policy" means The Coffee Commune's privacy policies available at [www.coffeecommune.com.au](http://www.coffeecommune.com.au)

"The Coffee Commune Policies" means the policies available at [www.coffeecommune.com.au](http://www.coffeecommune.com.au) as updated from time to time.

"The Coffee Commune Website" means the website located at [www.coffeecommune.com.au](http://www.coffeecommune.com.au) or such other website we designate as The Coffee Commune Website.



"Third Party Supply" means goods and services that a Member is able to procure from a third-party supplier. The Coffee Commune has a relationship or affiliation with as a Member Benefit under an agreement between the Member and that supplier.

## 2. WHAT IS THE COFFEE COMMUNE?

The Coffee Commune is a commercial enterprise which offers services direct to the public as well as a membership based model where Members are afforded an opportunity to access Member Benefits of The Coffee Commune.

The Coffee Commune aims to connect and facilitate collaboration between members of the coffee community including green bean producers, coffee roasters, café owners, industry suppliers, baristas, and coffee enthusiasts.

The purpose of the Coffee Commune is to facilitate this by providing Members with access to Member Benefits.

The Coffee Commune also provides support and resources to members.

Member Benefits may take the form of opportunities for Members to connect through forums provided by us or through resources specific to each Membership Type.

A Member Benefit may also be offered or available by a Third Party Supply, such as accessing pricing or service offering a Third Party Supply is willing to offer Members.

## 3. AGREEMENT AND AMENDMENT OF TERMS

- In applying to be a Member of The Coffee Commune, you agree to and comply with these Membership Terms.
- We may amend these Membership Terms by notifying you no less than 7 days before the effective date of the change. Unless specified otherwise, notifications of Membership Term changes will be emailed to your most recent email provided in your Membership Details and posted to The Coffee Commune Website.
- Amendments to the Membership Terms will apply to all current Members.
- If the Membership Terms are amended or updated, each Member of The Coffee Commune will be taken to have agreed to, and must comply with, the amendment. If a Member does not agree an amendment, the Member may terminate their membership by giving us written notice of termination.
- You agree that by entering into this Membership, you will be subject to our Privacy Policy, located on The Coffee Commune Website.
- Should you wish to utilise any of the Coffee Commune room hire & catering facilities, you agree and acknowledge that you have read and must comply with the [Terms and Conditions for Room Hire & Catering \(Member\)](#).
- References to “you,” “your” and similar words in these Membership Terms refer to the individual registering or holding a primary Membership Account holder for a Membership Account with The Coffee Commune and therefore agreeing to be bound by these Membership Terms. A company or entity member is responsible for



the compliance of each of its individual representatives and invitees (e.g. employees, contractors, and other representatives who attend the Coffee Commune where permitted under the Membership Type).

All other documents referred to in this document are available on The Coffee Commune website or upon written request.

#### **4. ELIGIBILITY CRITERIA AND MEMBERSHIP**

In order to assess if you meet the eligibility criteria, we may require you to provide further information to support your application or contact a relevant third party.

- To be eligible to apply to be a Member you must meet the applicable eligibility criteria, complete a membership application, pay the application fee (if applicable), and agree to these Membership Terms.
- To the maximum extent permitted by law, we have the sole discretion to accept or reject any membership application and we are not obliged to provide any reasons for any decision we make in this regard.
- If we accept your membership application, your membership will not start until you complete all required membership registration requirements, including paying any Membership Fee.
- Membership is personal to the person or applicant accepted as a Member and cannot be transferred.
- Membership is for a minimum of one (1) year, unless terminated earlier by the Member, commencing on the date your membership registration requirements are completed and the Membership Fee is paid.
- Your Membership will be extended automatically for successive 12 month terms unless, at least 30 days before the end of the current membership term, you send us written notice advising that you do not want the Membership renewed. This written notice must be sent to [hello@coffeecommune.com.au](mailto:hello@coffeecommune.com.au).

#### **5. PAYMENT**

- All membership fees are annual and payment can be made annually or in 12 equal monthly payments via automatic direct debit or credit card. The Coffee Commune at its sole discretion can accept or reject memberships by 12 monthly instalments or may approve another direct debit or credit alternative. All membership fees paid via credit card will attract a 1.75% merchant fee on-charge.
- The Coffee Commune, in its sole discretion, may agree to allow the Member to pay fees by credit card. In this event, the Member agrees to provide The Coffee Commune with an authorised credit card name, number and date of expiration, and proper debit authorisation for the purposes of allowing The Coffee Commune to charge the applicable account to collect fees due under the Membership.

By authorising The Coffee Commune to charge a credit card, the member is authorising The Coffee Commune and its representatives or agents to automatically continue charging that card (or any replacement card as notified to The Coffee Commune) until the Membership is terminated and all fees owed to The Coffee Commune are paid in full.

If the Member's credit card declines or fails to validly pay any fees due to The Coffee Commune, The Coffee Commune may, at its sole discretion, terminate the Membership or suspend the Member's access to any of the Membership Benefits including access to any The Coffee Commune premises.



• There is no refund of any previously paid Membership Fees should you cancel your membership at any stage during your current membership term. Where a Membership has been paid annually and the Membership Fee was paid annually, if the Member notifies The Coffee Commune that the Member wishes to not renew or terminate the Membership, then the Member will remain entitled to access the Benefits for the remainder of that Membership term, unless in the sole and unfettered discretion of The Coffee Commune, The Coffee Commune elects to terminate the Membership with immediate effect and refund that part of the Membership Fee paid in advance by the Member for the balance of the Membership term, in which case the Member will no longer have any entitlement to any of the Benefits, which may include denial of access to The Coffee Commune premises.

Any application fee or merchant fee on-charges for a Membership Application is non-refundable.

## 6. Member Obligations

Each Member must act honestly, fairly and reasonably in all matters connected with and its dealings with The Coffee Commune. Without limiting this obligation, you:

- (a) must promptly tell The Coffee Commune if there is a change to details submitted in your membership application or Member Details;
- (b) must not attempt to transfer or otherwise deal with any Member Benefit other than in accordance with these Membership Terms and any applicable Membership Benefit Terms;
- (c) must not abuse or misuse any Member Benefit or use it for any inappropriate, illegal or unlawful activity;
- (d) for individuals, must be at least 18 years old unless we agree otherwise, provided you are at least 18 years old to use any services that require payment by you;
- (e) by using or accessing the Membership services in any way, you represent and warrant that you meet the requirements in these Membership terms or as otherwise specified by us from time to time including any age eligibility;
- (f) must not reveal any password or other access credentials to anyone else (or let them use your Membership) or let or facilitate them accessing The Coffee Commune premises without our prior approval, even if such other individual is associated with your company. You are responsible for maintaining the confidentiality of your password and security of your Membership. If you believe someone may have used your membership without your authorisation, please change your password and notify us of this breach. To the maximum extent permitted by law, you are responsible for all actions in connection with your Membership, including of persons associated with you, including guests and invitees, regardless of whether you authorised such actions;
- (g) for company Membership Accounts, only one individual from a company will be entitled to control the company's Membership Account and designate which other individual users are associated with that company. If a company has a Membership with us, the company representative will typically be the individual identified as the Primary Member. If you create any Membership for a company, or otherwise use a company Membership Account, you hereby warrant and represent to us that:
  - (i) you have the proper authority to create, terminate and maintain the company Membership Account
  - (ii) you have obtained all necessary consent from any applicable individuals for the creation of their Membership Account and the processing of their individual information and all information you provide in connection with the creation of such Membership Account is accurate, complete and up to date.



- (h) agree to the maximum extent permitted by law to indemnify us for any loss or damage we may suffer as a result of any breach by the Member of the warranties, representations or Membership Terms or any acts or omissions of the Member and any person associated with or a representative or invitee of the Member. This indemnity is a continuing obligation which survives termination or expiry of this Membership Agreement;
- (i) must comply with any applicable acceptable use, fair use rules or rules of participation or similar policy we notify or put in place from time to time in connection with using or taking advantage of a Member Benefit;
- (j) must not engage in any behavior in communicating with another Member or any person associated with The Coffee Commune, including any employee, representative of The Coffee Commune or any member of the public or person visiting The Coffee Commune premises or using its facilities (including any online facilities) that could reasonably be interpreted as intended to bully, intimidate, stalk or harass a person or subject any such person to unwanted attention.
- (k) must not in using a forum provided by The Coffee Commune post content that could reasonably be interpreted to be defamatory, malicious, hate speech, threatening, pornographic, inciting violence or containing nudity or graphic or gratuitous violence or espouses political views or material that is not on the topic of the forum;
- (l) must not undertake any action or conduct that could damage the reputation of The Coffee Commune;
- (m) must not make representations including making any comment to the media or on any social media on behalf of The Coffee Commune without the prior written approval from The Coffee Commune;
- (n) must regularly check your Membership Account and promptly, and in any case within 7 days after the relevant transaction, notify us of any discrepancies in your Membership Account transactions or dealings; and
- (o) give us such information as we reasonably request from time to time (e.g. to assist us to verify eligibility for any Member Benefit).

## 7. TERMINATION OF MEMBERSHIP

- Once you are a Member of The Coffee Commune you are entitled to remain a Member until either you or we terminate your Membership in accordance with this clause.
- A Member may terminate their Membership of The Coffee Commune at any time by advising us in writing at [hello@coffeecommune.com.au](mailto:hello@coffeecommune.com.au). The Membership will be deemed to be terminated 30 days after The Coffee Commune receives the notification.
- If a Member breaches the Membership Terms and we, acting reasonably, consider that it is a serious breach, or where the frequency of breaches of the Membership Terms by the Member amounts in our reasonable opinion to a serious breach, we may at our discretion give the Member a warning, suspend the person's Membership for a period or terminate the person's Membership.
- We may terminate Membership of The Coffee Commune at any time if we decide to cease operation of the business or a substantial part of the business of The Coffee Commune. In this case, we may terminate Membership by issuing a notice in writing to each current Member. Notice may be sent to the Member's email address, as specified in their Member Details, or posted to their Membership Account.
- Termination of Membership in any event will not entitle the Member to a refund of any Membership Fee other than where we terminate the Membership due to ceasing operation of the business or a substantial part of the business of The Coffee Commune or where the Membership Agreement is terminated because of a substantial breach of the Membership Agreement by The Coffee Commune.



- Members who choose to exit within the annual membership term must pay the remaining balance of the annual Membership Fee upon termination of their Membership.

## **8. MEMBERSHIP TYPES AND BENEFITS**

### Membership Types

- An individual can only be a Member of one Membership Type at any one time.
- A Member may upgrade (determined by the value specified for each membership) their Membership Type from a lower type to a higher type by notifying us, by completing the online form and paying the relevant fees.
- A Member cannot downgrade their Membership Type from a higher type to a lower type.
- Membership Types are those as made available on the Coffee Commune Website.

### Member Benefits

- Member Benefits for each Membership Type are set out on The Coffee Commune Website. We may change the Member Benefits that we offer at any time in accordance with our assessment of membership preferences, availability and cost.
- Each Member Benefit is available on the specific terms identified for that Member Benefit. If a Member selects or wishes to use or activate a Member Benefit the Member is taken to have agreed to the terms and conditions applying to that Member Benefit.
- On occasion, special offers such as special events and competitions may be made available to Members. Each special offer is provided on the terms and conditions identified for that special offer.
- A Member may need to complete an application or other process and pay fees or additional costs to be entitled to a Member Benefit, subject to the terms and conditions applicable to that Member Benefit.
- A Member Benefit may include a Third-Party Supply. To the extent permitted by law, we have no liability whatsoever to any Member for provision, non-provision or any defect with the Third Party Supply.
- On occasion, there may be an outage on The Coffee Commune Website and/or portal. During this time, Member Benefits, Membership Accounts and access to web-based resources and services may not be available.

## **9. LIABILITY**

- To the extent permitted by law, we have no liability to you whatsoever in contract, tort (including negligence), statute or otherwise for conduct of another Member, conduct of an organisation interacting with The Coffee Commune or in relation to the suitability, adequacy or availability of a Third Party Supply or conduct of any third party supplier you engage with as part of a Third Party Supply.
- Members are advised to check the accuracy and currency of content on The Coffee Commune Website before relying on it, as there may be a delay between a detail changing and The Coffee Commune Website being updated. In some cases, we may also rely on third parties for content displayed on The Coffee Commune Website which we have not verified. While we aim to address any currency and accuracy issues promptly upon becoming aware of them, to the extent permitted by law, we have no liability to you



whatsoever in contract, tort (including negligence), statute or otherwise for any reliance you place on content on The Coffee Commune Website.

- The Membership Terms are subject to any rights or remedies you have under law, including under the Australian Consumer Law, that cannot be excluded, restricted or modified.

## 10. DEALING WITH PROBLEMS AND CONCERNS

- If a Member has a complaint or concern with The Coffee Commune, a Member Benefit or the conduct of another Member, please contact The Coffee Commune promptly at [hello@coffeecommune.com.au](mailto:hello@coffeecommune.com.au) about the matter.

We will work with you to try to resolve the issue and take appropriate action.

## 11. PRIVACY

- The privacy of your personal information is important to us. A Member's personal information will be handled in accordance with the Privacy Policy available on The Coffee Commune Website or on request.
- By agreeing to these Membership Terms you agree to the collection, disclosure and use of your personal information as described in our Privacy Policy.
- If you apply for a Third Party Supply, your agreement with the third party supplier will govern how they are permitted to deal with your personal information. You permit us to supply your personal information to a third party supplier in connection with a Third Party Supply.
- If you wish to contact us about your personal information, please use the contact details on The Coffee Commune Website or email us at [hello@coffeecommune.com.au](mailto:hello@coffeecommune.com.au).
- You can also email us at [hello@coffeecommune.com.au](mailto:hello@coffeecommune.com.au) for details about how you may seek to access or correct your personal information that we hold, how you may complain about a breach by us of the Australian Privacy Principles and how we will deal with any complaint.

## 12. USE OF CONTENT

- Members may be able to post content in different forums made available for this purpose by The Coffee Commune. Before you post any content, you are responsible for checking whether there are any restrictions on who may access posts to that forum and ensuring that the content complies with our acceptable use policy and your membership obligations. For example, a forum might be public (anyone can view) or Member-only (only we and other Members may view), however regardless of the accessibility of the forum (public or non-public) you should assume anything you publish on any online forum made available to you by us may be disseminated on the internet and become public.

Content that you provide, publish or share on any forum or website made available by The Coffee Commune to you must not infringe the copyright or trademark or intellectual property right of any other person, be obscene, offensive or defamatory or express political views or incite hatred.

- Subject to your membership obligations, compliance with the acceptable use policy and any restrictions identified for a forum, any content in whatever form posted by a Member to a forum made available by us, or otherwise provided by a Member to us in connection with an activity of The Coffee Commune, may be



shared, reposted or used by us at our discretion. To enable us to make that sharing or use, you grant us a non-exclusive, transferable, irrevocable, sub-licensable, royalty-free, worldwide licence to use and reproduce that content in connection with the business of The Coffee Commune.

- Intellectual property rights in content posted on forums and on The Coffee Commune Website is owned by us and by third party licensors. You may view that content, but you must not reproduce, communicate, use or adapt that content in any way, other than as expressly authorised by us. This clause does not apply to prevent you from using your own content that you posted on a forum or The Coffee Commune Website.
- You must not post or share content on the forums, The Coffee Commune Website or noticeboards at The Coffee Commune facilities if you do not have the right to do so or if you do not wish us to be able to use that content as set out in these Membership Terms. If you have posted content that you wish us to remove, you should contact us as soon as possible and we will endeavor to remove the content. However, we cannot control and we are not responsible for the use that anyone makes of that content prior to its removal.

### **13. CONSENT TO RECEIVE DIRECT MARKETING AND OTHER MARKETING COMMUNICATIONS**

- If you have consented to us doing so, we may send you marketing communications and material about The Coffee Commune by email, phone, post, text message or other digital service (including through an application installed on a mobile device). Your consent may have been given by opting in to receive these marketing communications in your membership application or you may have subsequently given your consent.
- You may withdraw your consent and opt out of receiving marketing communications at any time by notifying us or by following the opt-out process in a marketing communication.

### **14. NOTICES AND COMMUNICATION**

- Unless we notify you otherwise, we may communicate with you using email sent to the email address in your Member Details or by posting a notice to your Membership Account. You should communicate with us using the applicable contact details on The Coffee Commune website.

### **15. GENERAL**

- These Membership Terms, as amended from time to time, and any other documents referred to in these Membership Terms form the entire agreement between you and us about the subject matter of the Membership Account agreement and supersedes all other representations, communications, negotiations, arrangements, understandings or agreements previously made on the subject matter.
- These Membership Terms are governed by the laws of Queensland.
- Each party irrevocably and unconditionally:
  - (a) submits to the non-exclusive jurisdiction of the courts of Queensland; and
  - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.