



## UOW MAKERSPACE MEMBERSHIP

### MEMBERSHIP DETAILS:

Name:		Member number:	
Address:			
Email:			
Phone:			
Faculty/Division			
<b>UOW MAKERSPACE DETAILS:</b>			
UOW:	University of Wollongong ABN 61 060 567 686		
Email:	<a href="mailto:makerspace@uow.edu.au">makerspace@uow.edu.au</a>		
Phone:	42865001		
Address:	UOW Makerspace, Science Space, Innovation Campus, Squires Way, North Wollongong, 2500		

### PERMISSION TO PHOTOGRAPH AND RECORD:

I give permission and consent for myself to be photographed, filmed and/or recorded, by either audio or visual means, ('the **Recording**') by the University of Wollongong (**UOW**) at UOW Makerspace on the following terms:

1. I agree that UOW owns all rights, including copyright, in the Recording.
2. I understand and agree that I will not receive any compensation, payment, or remuneration in return for providing this consent.
3. I agree that UOW may use, or authorise others to use, the Recording for any purpose, in whole or in part, in all media throughout the world, including for commercial, promotional, educational and/or marketing purposes.
4. I expressly consent to UOW editing, mixing, copying, adapting, exploiting, performing, displaying, communicating, publishing, assigning, licensing, sublicensing, or creating derivative works of the Recording at UOW's absolute discretion, despite any moral rights or performers rights (as those terms are defined in the *Copyright Act 1968* (Cth)) I may have in the Recording.
5. I authorise UOW to use, and to authorise others to use, my name, likeness, voice and biographical material, and any other personal information supplied to UOW by me, in any way in connection with any use of the Recording in accordance with this consent.
6. I warrant that there are no restrictions that may prevent me from providing this consent and agreeing to these terms, and that the consent of no other person is required to enable UOW to make and exploit the Recording.
7. I release and forever discharge UOW, and any other persons authorised by UOW, from and against any liability arising from its use of the Recording in accordance with my consent.
8. I understand that if I wish to withdraw this consent, I will notify UOW in writing to [makerspace@uow.edu.au](mailto:makerspace@uow.edu.au) prior to the commencement of my first Session in order for UOW to refrain from creating the Recording.
9. I acknowledge that:
  - a. UOW is not obliged to use the Recording in any way; and
  - b. the Recording, and any accompanying personal information, may be transferred and stored overseas.

I DO NOT give permission for myself to be photographed, filmed and/or recorded at any time at UOW Makerspace.

### PRIVACY CONSENT:

The University of Wollongong (**UOW**) is committed to protecting and maintaining privacy of your personal and health information. UOW takes all reasonable steps to protect your personal and health information against loss, misuse, unauthorised access, modification or disclosure. You can request access or seek changes to your personal and health information. For more information on UOW's Privacy Policy and obligations, visit <http://www.uow.edu.au/legal/privacy/index>.

I consent to:

1. UOW collecting, storing and using my personal and health information for purposes related to UOW Makerspace including but not limited to advertising and marketing UOW Makerspace, administration of UOW Makerspace activities and my membership;
2. Where relevant, UOW disclosing my personal and health information to any external sponsors, registration and payment service provider, with a need to know, in order to facilitate my membership or participation in UOW Makerspace activities and to follow up with further opportunities for myself to participate in future activities at UOW or with an external sponsor;
3. UOW disclosing my personal and health information if considered imperative for reasons of health and safety of myself or of any other person.  
(As this information is required for the administration of your Membership, you must tick the box and consent if you wish to access UOW Makerspace.)

## MEMBERSHIP TERMS AND CONDITIONS

### 1. Definitions

#### 1.1. In these Terms:

**Background Intellectual Property** means Intellectual Property owned, licensed or held by either of us which is in existence at the date of these Terms; or comes into existence after the date of these Terms otherwise than in connection with these Terms.

**Claims** means all or any claims, complaints, suits, demands, liability, proceedings or causes of action in every description whatsoever both in law and in equity including third party claims.

**Equipment and Facilities** means all or any of the equipment, machinery, three-dimensional printers, laser cutters, tools, computers and any other equipment or facility in UOW Makerspace.

**End Date** means 31<sup>st</sup> December 2021.

**Fees** means the cost of a Session as advertised at [www.uow.info/makerspace](http://www.uow.info/makerspace), which are subject to change.

**Improvements** means any modification, enhancement, development, alteration or technical advance in or relating to Intellectual Property.

**Innovation Campus** means UOW's Innovation Campus located at Squires Way, North Wollongong NSW 2500.

**Intellectual Property** includes all industrial and intellectual property rights including but not limited to: a) copyright, future copyright, patents, trade/business or company names, registered and unregistered trade marks, registered and registrable designs, trade secrets, know-how, rights in relation to circuit layouts and all other rights of intellectual property as recognised by the law in force in New South Wales, Australia; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); (c) any Improvement to any of the rights in paragraph (a); but for the avoidance of doubt excludes moral rights and similar non-assignable personal rights of any person.

**Loss** means all or any liabilities, personal injury (including death), losses, damages, fines, costs, or expenses including legal costs on a solicitor/client basis and full indemnity basis.

**Member** means You, as set out in the Table, being the person entering into these Terms.

**Table** means the table on the first page of this Agreement titled 'UOW Makerspace Membership'.

**Membership** means Your membership to use the Equipment and Facilities.

**Product** means any physical or virtual product, item, thing, design, computer based design, article or substance that a Member creates using the Equipment and Facilities.

**Session** means a two hour block period, designated by UOW, in which a Member can access UOW Makerspace.

**Terms** means these terms and conditions.

**UOW** means the University of Wollongong (ABN 61 060 567 686), of Northfields Avenue, University of Wollongong, NSW 2522, Australia and includes our employees, officers, contractors, agents suppliers or service providers.

**UOW Makerspace** means an initiative of UOW to provide Members with access to Equipment and Facilities inside UOW Makerspace located at the Innovation Campus.

**You** and **Your** and words with a similar connotation mean you, your administrators, successors and/or permitted assignees.

### 2. Intellectual Property

2.1. Neither of us assigns any of our respective Background Intellectual Property to the other party if that Background Intellectual Property is used under these Terms.

### 3. Fees and Payment

3.1. You must pre-purchase Sessions upfront and pay UOW the Fees for each Session.

3.2. UOW will only provide refunds where required under Australia Consumer law.

3.3. UOW will not provide refunds for pre-purchased Sessions that are not used by You before the End Date.

3.4. UOW will not provide refunds for pre-purchased Sessions if You terminate Your Membership prior to End Date, in accordance with clause 4.2.

3.5. UOW will not provide refunds where UOW terminates Your Membership or revoke your access to Makerspace in accordance with this accordance with these Terms.

3.6. UOW will provide a refund or credit where UOW cancels a Session that You are registered to attend or where UOW terminates all Memberships in accordance with clause 4.4.

### 4. Termination

4.1. Your Membership will terminate on the End Date.

4.2. You may terminate Your Membership at any time by notifying UOW in writing.

4.3. UOW may terminate Your Membership immediately at any time where:

(a) You breach these Terms;

(b) You do not use the Equipment and Facilities safely and in accordance with



reasonable instructions and directions from UOW;

- (c) You do not follow a reasonable direction or instruction from UOW.

4.4. UOW may terminate Your Membership with 1 months' notice in writing to You where UOW is terminating all Memberships as UOW Makerspace will no longer be operating a Membership program.

4.5. UOW may immediately revoke Your access and evict You from UOW Makerspace in the circumstances outlined at clause 4.3(a)-(c) & 5.5.

#### **5. Sessions and Access**

5.1. Your Membership gives You access to UOW Makerspace during a Session. Sessions will be available on varying dates and times designated and advertised by UOW.

5.2. You must register online (at [www.uow.info/makerspace](http://www.uow.info/makerspace)) for each Session prior to attending UOW Makerspace. You can swap a Session that You registered for to another Session up to 24 hours before the Session you initially registered for commences.

5.3. UOW will notify You as soon as possible if UOW is cancelling a Session.

5.4. All pre-purchased Sessions must be used by You before the End Date.

5.5. During a Session Members have access to the Equipment and Facilities which may change from time to time throughout and UOW does not guarantee access to particular Equipment and Facilities or that Equipment and Facilities will always be operational.

5.6. You acknowledge that Equipment and Facilities cannot be booked. All Members require fair access to the Equipment and Facilities and You are required to limit activities, equipment usage (including computers, software and internet) and consumables as necessary. If UOW, acting reasonably, determine that Your usage of the Equipment and Facilities is unfair You will receive a warning and if the unfair usage continues, UOW will revoke Your access to the Facilities and Equipment.

5.7. There is no storage space available for personal use and You must take Your projects with You. Any materials left in UOW Makerspace will be treated as scrap.

5.8. This Membership doesn't give You access to the neighbouring UOW Science Space or other UOW facilities and equipment that are not a part of UOW Makerspace.

5.9. You acknowledge that this is a public space and that UOW have a 'Campus Access and Order Rules' policy which can be found at: <https://documents.uow.edu.au/about/policy/uow058655.html>

5.10. Members are not permitted to bring other people into UOW Makerspace who aren't also Members or leave children unattended in the UOW Makerspace.

#### **6. Your Obligations**

6.1. You must:

(a) complete a general induction/inductions for the use of specific Equipment and Facilities and follow access procedures as explained and demonstrated in the induction/s including sign in/out procedures and wearing the Member lanyard (or similar) provided during the induction at all times;

(b) only use Equipment and Facilities as instructed during the induction/s and in accordance with UOW's directions/instructions;

(c) report any issues, unsafe practices or incidents to an employee in the UOW Makerspace;

(d) obtain consent from UOW if You want to bring in Your own tools and consent may be withheld by UOW; and

(e) follow all safety and operational procedures, including wearing appropriate Personal Protective Equipment.

6.2. You must not:

(a) permit any other person to use Your Membership or purchased Session;

(b) access UOW Makerspace whilst under the influence of drugs or alcohol; and

(c) use UOW's name, logo or trademarks without UOW's prior written consent.

#### **7. Products**

7.1. You must not create or produce:

(a) any dangerous, offensive and/or illegal Products or materials, including but not limited to weapons; or

(b) any Products, materials or replicas that infringe any third party's Intellectual Property.

7.2. You are solely responsible for any Product You create, including the sale, gifting or use of any Product and you should hold any relevant insurances.

7.3. UOW does not provide advice on designs or recommendations for materials. You are responsible for the final decision on how to proceed with any Product manufacture using the Facilities and Equipment.

7.4. The Membership does not generally include materials to be used for manufacturing Products and if UOW does supply all or any materials in its sole discretion, to the extent permitted by law, UOW does not make any warranties about the materials (including any warranty as to acceptable quality, fitness for purpose or non-infringement) and any use the materials is at Your own sole risk.



**8. Limitation of Liability and Indemnity**

- 8.1. To the extent permitted by law, UOW are not liable in any way to You for any Loss or Claims (or consequential loss including but not limited to loss of profits, loss of business opportunity or any indirect or consequential damage suffered by the You in any way) sustained or incurred by You or any third party arising directly or indirectly in connection with Your Membership, Your access to UOW Makerspace, Your property or materials, Your use of the Equipment and Facilities, the Product or its use, or any breach of these Term (whether as a result of negligence, breach of contract or otherwise).
- 8.2. UOW’s liability to You under this clause 8 (if any) will be reduced proportionately to the extent that any unlawful, negligent or other act or omission by You contributed to the relevant Loss or Claim.
- 8.3. You indemnify UOW from and against all or any:
  - (a) damage to the Equipment or Facilities caused by You intentionally or recklessly;
  - (b) Loss or Claims incurred by UOW in connection with any Product You create;
  - (c) Loss or Claims arising from Your Background Intellectual Property including any safety or other defects in a Product attributable to Your design or manufacturing process;
  - (d) Loss or Claims that You incur or that arise where UOW are not liable under this clause 8.
- 8.4. Your liability to UOW under this clause 8 (if any) is reduced proportionately to the extent that any unlawful, negligent or other act or omission by UOW contributed to the relevant Loss or Claim.
- 8.5. Should any law render any of these Terms void or ineffective, You agree that UOW’s liability is limited to the total Fees paid by You to UOW for Your Membership.
- 8.6. UOW are not liable for failure to provide access to the Equipment or Facilities for any reason whatsoever outside UOW’s reasonable control, including but not limited to industrial action, machine breakdown, riots or war, governmental action or regulation, and acts of God.

**9. No employment or agency**

- 9.1. Neither of us may ourselves represent, and must ensure that our employees and agents do not represent themselves, as being employees or agents of the other party.

**10. Changes to UOW Makerspace**

- 10.1. You acknowledge and agree that this Membership is a pilot and UOW Makerspace is trialling processes and procedures which

may change from time to time as notified to You.

**11. Surveillance**

- 11.1. UOW Makerspace (except for bathrooms) may be monitored by CCTV Security cameras for security purposes and may have remote video or other guarding services.

**12. Medical Emergencies**

- 12.1. You authorise any person in connection with UOW to seek emergency medical services on Your behalf should You become injured or ill at UOW Makerspace and You will be responsible for any expense incurred.

**13. General**

- 13.1. *Governing Law:* These Terms are governed by the laws of the State of New South Wales, Australia and we both submit to the jurisdiction of the courts of that state.
- 13.2. *Severability:* If any part of these Terms are to any extent unenforceable, invalid, illegal or void in a court of law, it is severed, and the rest of the Terms won’t be affected and remain in full force.
- 13.3. *Waiver:* Waiver of any provision of or right under these Terms must be in writing and is effective only to the extent set out in the written waiver.
- 13.4. *Entire Agreement:* These Terms constitute the entire agreement between us with respect to its subject matter and supersede all prior agreements and understandings between us as to Your Membership.
- 13.5. *Notices:* Notices under these Terms must be in writing, in English and delivered to the address for the relevant party as set out in the Table or as otherwise advised to that party by the other party. A notice is taken to be received: if hand delivered, on delivery; if sent by prepaid post, on the second business day after the date of posting; if sent by email at the time that would be the time of receipt under the *Electronic Transactions Act 1999*.
- 13.6. *Survival:* The following terms survive expiry or termination of these Terms: clauses 2, 8, 13.1 & 13.6.

I acknowledge and agree that I have read and accept these terms and conditions:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_