

Membership House Rules

Version 5 – Published January 2022

These house rules are incorporated into the terms and conditions of your membership and are subject to amendment. It is your responsibility to familiarise yourself with the rules and their amendments thereto. You understand that you are bound to any applicable amendments made to the house rules from time to time. Your membership can be revoked should you fail to comply with any of house rules. You can contact MAX Offices Reception offices if you require an updated copy of the house rules.



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1. General Rules

- 1.1. You will conduct yourself in a professional and respectful manner when on the premises and engaging with other members and staff. You are requested to exercise sensitivity in relation to all members concerning high noise levels and inappropriate language within the MAX community.
- 1.2. You and visitors, clients, business partners, contractors as well as any and all members of the public who are on the premises as a result of you are prohibited from participating in any type of harassing, discriminatory or abusive behaviour to the staff, other members or invitees, verbal or physical on the premises for any reason. Any breach of this rule is a material breach of your membership agreement (not capable of remedy) and your membership may be terminated immediately, and services will be suspended without further notice. Should you require a copy of the MAX policies (Health & Safety, Environmental, Drug & Alcohol, Sexual Harassment and Basic Conditions of Employment policies), please request them from reception@maxoffices.co.za.
- 1.3. You will keep your access cards, keys, and controls, if applicable, safe in your possession at all times and will not allow anyone else to use your key card. The access card, keys and controls will remain our property and upon the termination of your membership, the keys and cards must be given back to us, if you do not return the access key, keys and controls to us we will change the locks and invoice you for the costs thereof.
- 1.4. You are not permitted to have more than one key card or to make a copy of any key card or key. You will immediately report any lost or stolen key card to us. You will be charged a fee for any replacement of lost key cards or the fee of a replacing a lock if applicable.
- 1.5. The cost to replace a key or access card is R 100 ex VAT per item.
- 1.6. You will ensure that any entrance or exit that you use your key card to access, will remain closed after your entrance or exit, especially if making use of the secondary gate leading to Elizabeth Street after hours and/or during weekends, should the security guards not be visible.
- 1.7. You will not interfere with any of the entrances or exits on the premises. You are not permitted to conduct business of any nature in the corridors or exits and entrances of the premises.
- 1.8. You will not use any shared space for a business meeting or eating pause areas, please use terraces provided or your own office.
- 1.9. You are not permitted to store or display any food items in our open kitchen areas and/or leave any food items or food waste unattended in any area of the building.
- 1.10. You are not permitted to store any machinery or hazardous chemicals on the premises without written consent, including but not limited to, any computer (except for a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment, or other mechanical amplification equipment, vending or coin operated machine, refrigerator, boiler or coffee equipment.
- 1.11. You are not permitted to conduct a mechanical business on the premises nor do any cooking or use or allow to be used in the building where the premises is located, oil burning fluids, gasoline, kerosene, for heating, warming, or lighting. No article deemed hazardous on account of fire, or any explosives shall be brought onto the premises. No offensive gases, odours, or liquids, even from vaping shall be permitted within the inside of the premises.
- 1.12. No weapons concealed or otherwise, shall be permitted. The premises are intended to be used solely for office purposes.
- 1.13. You will only use plug points for ordinary lighting, powering your personal computer and authorised small appliances.
- 1.14. You may have packages delivered to the premises which do not exceed 20kg and are not wider or longer or taller than 100cm a side. We are not liable for any lost packages or mail, or any damage caused to you by the loss of the package or mail.
- 1.15. You shall not burn any incense or the like in the building or on the property.
- 1.16. You will be liable for the conduct of any person who enters the premises under your advisement, invitation or instruction, including but not limited to, business partners, contractors, clients, visitors and members of the public in general. The security guards have the discretion to deny access should there be an untoward or suspicion of foul play in whatever form. You must at all times inform reception should you expect any visitors as our right of admission to the premises is reserved.

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Reg No: 1937/010341/07 / VAT No.: 4450247053

Witness Initials

Client Initials

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- 1.17. The noise level of you and any visitors, business partners, contractors, clients, and members of the public in general shall be at a level so as to not disturb the other members and staff in the premises.
- 1.18. You will only use the space and amenities included in your membership.
- 1.19. You will not disturb the work of other members or staff on the premises by playing loud music or speaking in a loud manner to a point where it is unbearable for other members to work in adjacent offices. You are requested to make use of headphones should you wish to listen to music or radio and the like.
- 1.20. You will not use the premises as any form of accommodation, over night or day, and will only use it for business purposes.
- 1.21. You will not damage or modify the equipment or furniture in the common area. Should you do so, you will be charged a repairing or replacement fee accordingly as determined by us.
- 1.22. You will not watch any pornographic material on the premises.
- 1.23. You are not permitted to bring any animal onto the premises, pet or otherwise, unless such animal assists you, e.g. a guide-dog.
- 1.24. We are not liable for any theft or loss of any property brought onto the premises by you or any visitor, client, contractor or member of the public.
- 1.25. Parking will be available for members and limited parking will be available for members of the public, visitors, contractors, etc. All members are required to have designated parking, you are required to approach the reception for alternate pricing options for external, covered or basement parking. Should any member be found parking in other paid-for reserved bays, at any time, a penalty fee of R 100 will be imposed per transgression, placement of illegal parking stickers on the windscreen will be affected and the vehicle may have its wheel clamped or be towed if necessary.
- 1.26. You will endeavour to keep all parking bays free from oil spills by servicing your vehicle regularly, so as to prevent hazardous falls of oil as a health and safety precaution.
- 1.27. We may request you to provide us with information about you, which will enable us to provide you with the services detailed in your membership package. The information you provide to us will be stored in the manner prescribed by the Protection of Personal Information Act.
- 1.28. You are required to engage in best efforts to ensure the security of the premises and building by alerting MAX Office staff or security guards, should you observe deviations or have genuine concerns.
- 1.29. If you change your name, you are required to notify us within two business days of such change and provide us with new company documentation.
- 1.30. You are required to take all reasonable measures to prevent blockages and or obstructions from going down the drains, sewerage and water pipes such as hair, food particles, toilet paper etc.
- 1.31. We reserve the right to immediately terminate your membership should we determine that you are using the premises in connection with possible fraudulent/criminal activities or activities which could be in violation of any South African law or regulation and recover all commissions paid to agents, if applicable, from you.
- 1.32. We will not be liable to you for any failure to fulfil our obligations under the Membership Agreement if and to the extent such failure is caused by any circumstances beyond its control, including but not limited to failure of electrical, telecommunications or lines, flood, fire, earthquake, war, tempest, hurricane, industrial action, government restrictions or Acts of God. We will notify you thereof as soon as is reasonably possible and will endeavour to resolve such circumstance with all reasonable speed and efforts. Should we be unable to fulfil the obligations under the Membership Agreement for a period in excess of 15 (fifteen) Business Days due to circumstances beyond our control then you will be entitled, within a reasonable time, to cancel the Membership Agreement forthwith by written notice to us.

2. Internet Connectivity

- 2.1. We are a Downstream Service Provider (DSP), this means that we provide a connection to the internet which supports regular business activity.
- 2.2. You will only use the Wi-Fi for working purposes and will not use it to download any large content that could result in the speed of the Wi-Fi being reduced and limiting the other members use of the Wi-Fi.
- 2.3. We are merely providing you with access to the internet and we are not liable for the content of transmissions by you.
- 2.4. You may only use the internet for lawful purposes and at no time will you be permitted to use the internet for any activity that results in violation of any South African law or International law. Such violations include, but are not limited to, theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct constituting a criminal offense or gives rise to civil liability.
- 2.5. You are liable for the purchase and maintenance of computer security and anti-virus protection for your personal computer.

- 2.6. You will be liable to take measures to correct any vulnerable or exploited devices to prevent continued abuse.
- 2.7. You are not permitted to use a proxy server or any other means to share the internet provided to you by us with others.
- 2.8. You are not permitted to interfere with the internet connection access points.
- 2.9. You are not permitted to install your own direct line without written consent from us.
- 2.10. You are prohibited from violating the security of any network or network security. Examples of prohibited activities include, but are not limited to, hacking, cracking into, monitoring, or using systems without authorisation; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software.
- 2.11. You are only permitted to access our internet / Wi-Fi on the premises.
- 2.12. You will not give visitors, clients and members of the public the Wi-Fi password.
- 2.13. You will not use the Wi-Fi to access any site that contains pornography or content of a violent or criminal nature.
- 2.14. We will not be liable for any indirect damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if we have been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.
- 2.15. Should you breach any of the rules listed under clause 2, we will have the right to disconnect your internet services and charge you for any costs associated with this.

3. Payments

- 3.1. You will make the first payment in respect of your membership package and retainer before the commencement date.
- 3.2. Monthly rental invoices will be raised on or before the 25th of the month, and membership package rental will be billed a month in advance. Invoices raised will be due on or before the 1st of the new month.
- 3.3. Failure to make payment by the due date will result in suspension of services by the 7th of the month, following non-payment thereafter the 7th, will result in us prohibiting you from entering the premises and using the facilities as long as the accounts remain in arrears. You will still be liable for your membership fees for the duration of your package.
- 3.4. Failure to comply will result in us instituting legal action, as a result you will be handed over to our legal department.
- 3.5. You will send proof of payment to accounts@maxoffices.co.za for any payment made by you to us.
- 3.6. You will make payment into the following account:

ACCOUNT HOLDER:	READAM SA (PTY) LTD T/A MAX OFFICES
BANK:	INVESTEC BANK
ACCOUNT NUMBER:	10012802182
BRANCH CODE:	580105
ACCOUNT TYPE:	CURRENT ACCOUNT
REF:	COMPANY NAME
- 3.7. If provided with a telephone extension, your telephone extension number may only be used by you during your membership term and will remain our property. You may not list the telephone extension in any directory.
- 3.8. You will have access to use-now-pay-later services, such as photo-copying & printing (R 50 bundles for 50 B+W & 10 Colour Sheets), call charges (99c cellular & 60c local), administrative services, such as copying of large documents, binding, laminating, making up of tender documents etc. (R50 for 30 minutes or part thereof), board room bookings (at special tenant rates: R 350 per hour, R 500 for 4 hours and R 1150 full day, guest booking Ts & Cs apply). These services will be added onto your membership fee at the end of each month. These services can be arranged by request with the staff on the premises. If a service is not available or there is a delay in providing a service, we will not be liable for any damage to you that arises.
- 3.9. The use-now-pay-later and any other services may only be available during the period of 8am – 5pm, Monday to Friday excluding public holidays.
- 3.10. You will have shared access to boardroom facilities which will be made available with a prior booking. Access will be limited based on the time booked & purchased. You will not have unlimited access to boardroom facilities. You will leave the boardroom in a neat and attractive state once you are done using it.
- 3.11. Upon termination of your membership you will have the option to purchase the business continuity package for a period of one to three months from the date of departure. This package will include management of packages delivered to the premises, providing clients who arrive at the premises with a one-page flyer with all of your new contact details and address and manage all phone calls that are received on your behalf. Should you wish not to purchase the package, any deliveries for you will be turned away, mail will be returned to sender, telephone messages will not be taken and clients who arrive on the premises will be told that you are no longer at the premises.

4. Private Offices

- 4.1. If your membership allows for office access, you will have access 24-hour's a day, 7 days a week to the premises.
- 4.2. You will be provided with an inventory of the office space, furniture and equipment which you may use. You will fill in the inventory and note the condition of the office space, furniture and equipment within 2 days of occupying the office space and email a copy of the inventory to gm@maxoffices.co.za, upon receipt of the inventory we may come and inspect your office space to verify that the inventory is accurate.
- 4.3. You may not affix any signage to the walls, doors or windows of your office space without written approval. We may charge you a fee for the sign if the sign needs to be adapted to the premises design and for the restoration of the wall, doors or windows which you may have affixed a sign to.
- 4.4. You may not cause or commit any nuisance on the property or within your office that will cause any annoyance or discomfort to other members or staff of the MAX community.
- 4.5. You are not permitted to make any alterations of any kind to the office space, equipment or furniture in your care nor may you install any picture or use nails on the walls. You will keep the office space, equipment and furniture in good condition.
- 4.6. You may request that we include your name in the business directory for the premises. We will charge a fee for this.
- 4.7. You are not permitted to use your office space for storage of any product or stock that will impact our insurance cover or that could damage the building or cause harm.
- 4.8. You are not permitted to install any lock or bolt of any kind to any door, or any window and you are not permitted to change any lock or bolt on the premises.
- 4.9. If you wish to modify the wiring for electrical use, telephone use or otherwise, you may only do so with written consent.

5. Business Lounge

- 5.1. You will keep any area that you use in a neat and orderly manner and leave any area that you use in a neat and attractive manner.
- 5.2. You understand that the synergy desks and hot desks are a facility to use on a temporary basis and is not intended for long term use, neither should it be used for eating purposes or discarding empty food packages or food waste.
- 5.3. You may only use the Synergy Desks and Hot Desks assigned to you, and any member can utilise these spaces for office work.
- 5.4. If your membership is limited to Synergy Desk and Hot Desk access, you will only be able to access the premises between 8am and 5pm Monday to Friday, excluding Public Holidays.
- 5.5. You understand that you have the option to occupy a Synergy Desk or Hot Desk on an hourly, half day or full day. The rates include the use of a locker for your convenience.

6. Parking and Storerooms

- 6.1. You are required to have a specific parking bay assigned to you which will be an addition to your membership fee.
- 6.2. If you require storage space, you may have a specific storage room or locker assigned to you, on request, for an additional fee.

7. Signage

- 7.1. We have different signage packages available for purchase depending on your membership package, such as signage that will be displayed on a board at reception or on a pylon on Sandton Drive.
- 7.2. We will have the signage made and installed, you are not permitted to use any other signage as it may detract from the design of the premises.
- 7.3. We also have an electronic board on our building, and this is run in conjunction with Wipe Open Platform.

8. Disclaimers

- 8.1. We may provide, at your cost, third party internet access and computer hardware and software. We will not have any liability, including express or implied warranties, which are oral or written, for such third-party services.
- 8.2. We do not make any representations about the fitness of a third party's service for your intended use.
- 8.3. We will not be liable for any indirect damages, including lost profits or any other damage whatsoever arising out of or resulting from a Service Agreement between us and a third party even if we have been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.