

# SKINNY'S SOCIAL GARAGE TERMS & CONDITIONS

These terms and conditions govern your membership of Skinny's Social Garage and the use and supply of our goods, equipment/ tools services, website workshop and facilities. In these terms & conditions:

- "we/us/our" and "Skinny's Social Garage" means Skinny's Social Garage Pty Ltd A.C.N. 645 266 253.
- "you, your" means you, the member, prospective member or user of our website.

Upon submitting your application to become a Skinny's Social Garage Member (or upon purchasing a pre-sale membership) you agree that you have read and understand the following:

## **1) LIMITATION OF LIABILITY**

- a. You agree to take full responsibility for any risks, damages, injuries, known or unknown, for bodily and/or personal property, which you might incur. You also agree to voluntarily waive any claim that you, your heirs, or legal representatives may have against Skinny's Social Garage, it's office bearers, directors, agents, employees, instructors, volunteers, owners, Lessors and Lessees including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of statutory duty or breach of contract in respect to: Any damage, loss or theft incurred to personal property and/or equipment that you bring into Skinny's Social Garage, or generate/create in any area of Skinny's Social Garage;
- b. Any bodily injuries or damages that you may sustain as a result of participating in any class, workshop, or program on Skinny's Social Garage property or premises;

- c. Any bodily injuries or damage that you may sustain as a result of using any machine or equipment owned by or incurred on Skinny's Social Garage property or premises.
- d. You understand the use or possession of alcohol and/or illegal drugs within the workspace is considered reckless endangerment and is not allowed in the workshop of Skinny's Social Garage under any circumstances and that you will be subject of a request to remove yourself from the premises by Skinny's Social Garage employees.
- e. You understand that all storage of personal property, either brought in from the outside or created at Skinny's Social Garage, is your exclusive responsibility, and that such said storage is gratuitous and subject to approval by Skinny's Social Garage.

## **2) INDEMNITY**

You acknowledge that: -

- a. when entering the premises of Skinny's Social Garage, you do so at your own risk; and
- b. that you are liable for and indemnify us against any liabilities, claims, proceedings, judgments, damages, obligations, costs and expenses of any nature, arising out of your acts or omissions whether negligent, wilful or deliberate causing injury and/or damage to property whether real, personal or intellectual; and
- c. that you are liable for and indemnify us against all repair, maintenance and/or modification work made to any vehicle or piece of machinery whilst kept on the premises of Skinny's Social Garage;
- d. that you are liable for and indemnity us against the use of any vehicle, machine, or equipment whilst at the premises of Skinny's Social Garage.

### **3) PHOTO RELEASE**

You acknowledge and consent to Skinny's Social Garage having full and unrestricted publishing and user rights for any photographs (digital or print) taken on Skinny's Social Garage premises or at official Skinny's Social Garage meet ups and rides by Skinny's Social Garage employees, volunteers, members or its affiliates in which your image or any of your materials or art, either brought in or created/generated at Skinny's Social Garage, appears. You hereby release, discharge, and agree to hold harmless Skinny's Social Garage of any liability by virtue of blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of a photograph or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

### **4) AGE VERIFICATION**

Skinny's Social Garage Workshop is an 18 and over facility. You agree to provide one (1) piece of official State or Government issued photo identification, such as a driver's license, Proof of Age card or a passport to confirm identity and age. You hereby verify on this day that you are at least 18 years of age and agree to provide any necessary identification to Skinny's Social Garage upon request.

### **5) FACILITY POLICY & PROCEDURE**

#### **5.1 General Facility Use**

- a. As a Skinny's Social Garage Member, you are exclusively entitled to the use of our shared Workspaces, pending safety approval by management. The following policies are in place to ensure fair access for all members to our facilities. Failure to abide by these policies may result in termination of your membership by Skinny's Social Garage.
  
- b. All shop and studio space must be kept orderly and neat.

- c. If you are using workshop equipment of any sort, they must be operated with proper care and attention, adhering to all safety guidelines relating to specific equipment.
- d. Please make sure all equipment is returned in serviceable state and to its designated location.
- e. If you have any problems or questions, please notify a Skinny's Social Garage employee immediately. Failure to follow specific guidelines and procedures may result in the user being held responsible for replacement cost and labour costs of damaged property owned by Skinny's Social Garage.

## **5.2 Workshop Use & General Guidelines:**

- a. Workshop Members must check in at the front desk upon arrival each and every time they attend Skinny's Social Garage. Anyone not complying will be asked to leave. If you are unsure - return to the Front Desk immediately.
- b. In order to access the shop, all users must first meet with Skinny's Social Garage Workshop Manager & undergo a site induction to Workshop.
- c. All users of the Workshop are responsible for their own safety. Skinny's Social Garage will not be held liable or responsible for any injury sustained by using the Workshop.
- d. Skinny's Social Garage will maintain machines to be in good working order and maintain consumables to an acceptable level. If at any time you notice the tools or equipment are not functioning properly, please contact the Workshop Manager directly. If the Workshop Manager is not available, please contact the Front Desk. Do not continue to use tools or equipment that you suspect to be damaged or unsafe.
- e. When using any of Skinny's Social Garage machines or facilities, you must return the machines and the facility to the same state as they were found in (clean, fully assembled, in good working order).

- f. Improper use of tools and equipment resulting in damage, will result in the user becoming liable for all costs (replacement and labour) associated with fixing the said tool or machine that has been damaged.
- g. Skinny's Social Garage is not responsible for any damage to personal items or material stored or used in the Workshop.

### **5.3 Using the Shop along with the Education Program**

- a. Access to the Workshop during class time is at the discretion of the Instructor.
- b. Classes will receive priority on all tools and equipment in the Workshop.
- c. If you are on a deadline with a project, please speak with the Instructor. We want you to finish your project and have the class be a success.

### **6) MEMBERSHIP**

- a. All memberships are pre-paid and last for one of the elected membership periods listed at clauses 6.1 - 6.8. Memberships commence on the day of payment for membership and end on the last day of the elected membership period;
- b. Memberships are non-refundable should you wish to cancel prior to the end of your membership period.

Memberships pricing is as per the website which may be updated to reflect increasing costs of running the workshop. Indicative prices as at March 2022 are:

#### **6.1 Annual Social Membership, paid yearly.**

\$175.00 inc GST

#### **6.2 Annual Servicing Membership, paid yearly.**

\$550.00 inc GST

#### **6.3 Annual Fabrication Membership, paid yearly.**

\$800.00 inc GST

#### **6.4 Annual Social Membership, paid monthly.**

\$25.00 inc GST x 12 payments

**6.5 Annual Servicing Membership, paid monthly.**

\$55.00 inc GST x 12 payments

**6.6 Annual Fabrication Membership, paid monthly.**

\$71.00 inc GST x 12 payments

**6.7 Pre-Sale memberships**

- a. All pre-sale memberships must be activated within twelve (12) months from the original purchase date;
- b. Pre-sale memberships that are not activated within the agreed time frame are considered expired and void, unless stated otherwise by Skinny's Social Garage;
- c. No refunds will be given for expired pre-sale memberships;
- d. Pre-sale memberships will start from the date activated and are valid for twelve (12) months, unless otherwise stated.

**6.8 Instalment-based Memberships**

- a. Full Memberships paid by instalment are the same as pre-paid memberships in every way but payment terms.
- b. Instalment-based memberships can be paid over a term of 1, 3 or 6 months, chosen at the time of subscribing.
- c. Instalment-based (monthly) memberships are locked in for the full term of 1 year (12 months).
  - i. Should a membership be cancelled before the end of the term, a cancellation fee is applicable.
  - ii. The Cancellation fee is equal to a minimum of 50% of the remaining contract (or 12-month membership) value.
  - iii. If a member cancels their instalment-based (monthly) membership prior to the end of their 12-month period, they may in the future be required to pay 12-month membership in advance, this decision will be at the shareholders discretion.

d. If you wish to upgrade from an instalment-membership to a pre-paid full membership, we will cancel your reoccurring payment on the next due date, and a full year (at full cost) membership will start from that day. Contact us in advance if you wish to change your membership.

#### **6.9 Marketing & Notifications**

- a. Marketing materials, subscription notifications and newsletters will occasionally be sent out via email and by accepting these terms and conditions, you are consenting to be opted-in by default.
- b. These can be unsubscribed from via the "unsubscribe" button at the footer of all emails.

#### **7) ASSIGNMENT & TRANSFERRING**

- a. You may not assign or transfer your membership and/or your rights under this Agreement unless: -
  - i. you seek to assign or transfer your membership and/or your rights due to circumstances that are outside of your control; and
  - ii. Skinny's Social Garage provide you with its prior written consent and approves the proposed assignee or transfer of your membership and associated rights under this Agreement; and
  - iii. you agree to pay the assignment fee in the sum of a calculated pro-rata rate to be determined by managing directors of Skinny's. You also consent to such assignment fee being deducted from a refund of any pre-paid membership fee standing to your credit should Skinny's Social Garage agree to refund the balance of any pre-paid membership fee standing to the credit of your membership; and
  - iv. you acknowledge that Skinny's Social Garage may, in its absolute discretion, refuse to give its consent to any proposed assignment or transfer of your membership and/or your rights to this Agreement;
  - v. you acknowledge that Skinny's Social Garage does not have any obligation to refund any part of the pre-paid membership fee standing to your credit but may elect to do so at its absolute discretion.

## 8) STORAGE OF MOTORCYCLES AND PARTS

- a. Storage of motorcycle and parts are completely at your own risk.
- b. Under no circumstances can a Member store any items in the shared space of the shop without receiving prior consent from Workshop Manager.
- c. Any areas surrounding Skinny's Social Garage premises (including front and rear entrances) is expressly off limits for storage of work, including temporary storage.
- d. All materials and projects in shop must be labelled with all the following: full name, phone number, move date, and labels must be legible. All non or partially labelled projects/materials will be removed from the premises immediately.
- e. Skinny's Social Garage is not responsible for any damage to personal items or material stored or used in the Workshop.
- f. Storage is a flat fee of either \$150 (inc GST) per month, \$45 (inc GST) per week, or \$1690 (inc GST) per year. Overnight storage is available for \$10 per 24-hour period.
- g. All Monthly storage fees will be set up through the Skinny's website payable through Bank deposit, PayPal Direct Debit or Stripe.
- h. Storage Fees are **prepaid** only and will commence from the agreed first date of storage.
- i. You may cancel your subscription via the Skinny's Social Garage Membership portal at the following address <https://www.skinnysgarage.com.au/join> or by emailing, or in person at least 2 working days (48 Hours) prior to your



scheduled direct debit. All goods must be removed within 24 hours of cancellation.

- j. Storage fees are paid in weekly, monthly, or yearly blocks and are non-refundable should you remove your property prior to the end of your billing cycle.
- k. Please keep in mind that the Skinny's Social Garage is a shared space and is frequented by many people. If you do not feel your goods are safe and secure, do not store them onsite.

## **8) EDUCATION POLICY**

### **8.1 Registration**

Classes are scheduled monthly and new classes are added on a monthly basis. Please check our website or come by Skinny's Social Garage for up-to-date course information.

Comprehensive course descriptions can be found online, and it is recommended that you read through them fully prior to registering.

Advanced registration is necessary. Instructors, class times, and class dates are subject to change.

To register for a class, students must pay in full at the time of enrolment. The Skinny's Social Garage accepts cash or Electronic Funds Transfer.

To sign up after the registration deadline, please call to ensure enrolment is still open. Class numbers are limited, do not expect to show up on the day and get in.

### **8.2 Withdrawals & Transfers**

In the event a student must withdraw from a class, he or she may do so any time before the registration deadline of the class.

Cancellations made with more than 48 hours of the class commencement time will receive a refund in full.

Cancellations within 48 hours of the class commencement time will NOT receive a refund.

Class enrolment is non-transferable: requesting to transfer to another section of the same class is considered a withdrawal. Withdrawals on or after the class registration deadline are not refundable and course fees are not transferable. To withdraw from a course please email [social@skinnysgarage.com.au](mailto:social@skinnysgarage.com.au). A credit of your enrolment fee may be issued for medically excused emergencies (with documentation) or family bereavement. Other than this, there will be no exceptions. Please give us as advanced notice as possible for consideration.

### **8.3 Material & Equipment Fees**

Classes that make use of tools or supplies will most likely require a material or equipment fee. This pays for in-class consumable items (drill bits, gas, paint, screens) and the upkeep of tools used for that specific class (saw sharpening, tool repair, welding tips, software updates). In some circumstances, students may also be required to purchase certain supplies on their own. This will be clearly indicated in the full online course description.

Missed Classes & Lateness - Missing the first day of a course may be grounds for withdrawal without refund. Please email [social@skinnysgarage.com.au](mailto:social@skinnysgarage.com.au) if you know you are going to miss the first day of a course. We cannot offer complimentary makeup sessions outside class time or in concurrent or future course sections. Instructors are not obligated to catch students up during scheduled class time for missed sessions or excessive lateness.

### **8.4 If We Cancel or Reschedule a Class**

Most classes offered at Skinny's Social Garage must have a minimum of 5 students registered in order for the class to commence. In the event a course does not receive sufficient

enrolment, it may be cancelled. Students will be notified at least 24 hours prior to the start of the class. In the event of a cancellation, students will be refunded within 5 business days. If we reschedule a class to another date, students are also entitled to a full refund. Skinny's Social Garage reserves the right to change instructors without prior notification, and to change class location and meeting times by up to an hour with 48 hours prior notice.

At the conclusion of every class, students will receive an emailed evaluation request. We depend upon your feedback to help us improve our course offerings. If you have any issue with a class you are currently enrolled in, please either raise your issue with the instructor at the end of the class meeting or email [classes@skinnysgarage.com.au](mailto:classes@skinnysgarage.com.au). It is our general experience that most issues can be satisfactorily addressed before the course concludes.

## **9) INTERACTION WITH PATRONS**

### **9.1 Unacceptable Workshop Conduct**

We're trying our best to make the space as inclusive and comfortable for everyone. Discrimination, bullying and sexual harassment are unacceptable at Skinny's Social Garage and are unlawful under the following legislation:

- *Sex Discrimination Act 1984* (Cth)
- *Racial Discrimination Act 1975* (Cth)
- *Disability Discrimination Act 1992* (Cth)
- *Age Discrimination Act 2004* (Cth)
- *Australian Human Rights Commission Act 1986* (Cth)

Members and visitors found to have engaged in such conduct may be warned, made to leave the premises and their membership suspended. Isolated issues will be dealt with in a closed environment. Severe or repeated breaches will be referred to the relevant authorities and any future attendance banned.