

Terms and Conditions

Introduction

The Mahi Space is a co-working facility comprised of a Conference Room, hot-desk pods and space for small meetings. A training programme including mentors, advisors, experts, demonstrations and presentations is operated in The Mahi Space.

The following terms and conditions to ensure the use of The Mahi Space is for business purposes and appropriate to the surroundings.

Changes to this Policy

Horowhenua District Council (HDC) reserves the right to make changes to our information practices, alter the functionality of our website and the use of The Mahi Space, and terms and conditions. For the latest information on our policies and practices we encourage you to review this policy periodically on our website.

Privacy

The Privacy Act incorporates a set of 12 Information Privacy Principles 2 which provide how HDC must collect and handle personal information. These IPP can be grouped and summarised as follows:

- IPP 1 to 4 relate to the collection of personal information
- IPP 5 and 9 relate to the storage of personal information
- IPP 6 and 7 relate to the access to and correction of personal information
- IPP 8 and 10 relate to the use of personal information
- IPP 11 relates to the disclosure of personal information
- IPP 12 relates to the use of unique identifiers

A copy of the IPPs are available online: <https://www.privacy.org.nz/the-privacy-act-and-codes/privacy-principles/>.

As a territorial authority, HDC collects, stores, uses and disposes of personal information for a variety of reasons. We respect individuals privacy and will ensure we comply with the provisions of the Privacy Act and in particular, the IPP.

Collection of personal information

Who from and when is information collected? From you, your employees, colleagues, partners or representatives of your business, when you provide that personal information to us, including via the website and any related service, through any registration or subscription process, through any contact with us (e.g. meeting, telephone, social media, messaging, call or email), or when you attend any event including training, and support activities held in The Mahi Space, Te Takeretanga o Kura-hau-pō, other HDC events or at business networking and other business or community events such as expos, fairs and open days.

How personal information is used

We will use your personal information provided to:

- Verify your identity
- Provide services and support to you
- Market to you including our training programme, support, events, bookings and space availability. These may be communicated by text, email, social media, phone calls, surveys, our website and in meetings or as part of the training programme.
- Seek feedback and improve the services we provide and offer to you.
- Conduct research and statistical analysis (this might be on an anonymous basis).
- Respond to communications from you, including any complaints.
- Protect and/or enforce our legal rights and interests, including defending any claim.
- For any other purpose authorised by you or the Act.

Disclosure of personal information

We may disclose your personal information to:

- Another company within The Mahi Space, members, visitors or users including trainers and expert advisors.
- Any business that supports our services, including any person that hosts or maintains any underlying IT system or data centre that we use to provide the website or other services and products such as the printer/scanner.
- other third parties (for anonymised statistical information).
- a person who can require us to supply your personal information (e.g. a regulatory authority).
- any other person authorised by the Act or another law (e.g. a law enforcement agency).
- any other person authorised by you.

Protecting your Personal Information

We will take reasonable steps to keep your personal information safe from loss, unauthorised activity, or other misuse.

We do not sell or rent your personal information to third parties.

We release account and other personal information only when we believe release is appropriate for legal compliance and law enforcement (including to government agencies with statutory law enforcement responsibilities); to facilitate court proceedings; enforce or apply our terms and conditions; or protect our rights, property, or safety, or that of our users, or others. Government agencies with statutory roles enabling them to request data from us includes, but is not restricted to, the Police, the Inland Revenue Department and the Ministry of Economic Development. You can contact us to ask whether such information has been provided.

Our website contains non-advertising links to a variety of third party sites to enhance the member experience. We have no

control of either the content or privacy policies of such sites, nor should such links be considered an endorsement of these sites, except where otherwise noted.

Emails

It is our policy to send you any email you elect to receive, in addition to customary business communications (payment confirmations, etc.). Further, it is our policy to immediately remove any member from any mailing list upon the member's request.

In addition, we will send newsletters and other communications to members. Newsletters will contain clear and obvious instructions for how the member can remove him/herself from that mailing list.

Emails could be sent following attendance or participation in any event, including as part of the Training Program.

Membership Registration

The online registration form requires you to provide us contact information. We may use your contact information from the registration form to send you information about our organisation, company and promotional material from some of our affiliated partners. Your contact information is also used to contact you when necessary.

Membership Removal

If you wish to have your registration removed from our directory for any reason, you may send us an email requesting this.

Accessing and correcting your personal information

Subject to certain grounds for refusal set out in the Act, you have the right to access your readily retrievable personal information that we hold and to request a correction to your personal information. Before you exercise this right, we will need evidence to confirm that you are the individual to whom the personal information relates.

In respect of a request for correction, if we think the correction is reasonable and we are reasonably able to change the personal information, we will make the correction. If we do not make the correction, we will take reasonable steps to note on the personal information that you requested the correction.

If you want to exercise either of the above rights, email us. Your email should provide evidence of who you are and set out the details of your request (e.g. the personal information, or the correction, that you are requesting). We may charge you our reasonable costs of providing to you copies of your personal information or correcting that information.

Swipe Tags

The Mahi Space can only be accessed from Bath Street by swipe tag between the hours of 8am -8pm Monday to Fridays.

If you lose or misplace your swipe tag access to open the doors into The Mahi Space, notify the Mahi Space Manager immediately on 022 1824679 or email.

If you need a replacement, new or extra swipe tag a fee of \$20 including GST will be charged, for each swipe tag.

Payment must be received in full, before any additional swipe tag is issued. If you have misplaced a swipe tag and find it again, it can be reactivated. There may be a fee charged for reactivating a swipe tag of up to \$20 including GST.

CCTV

The Horowhenua District Council collects data through the Cisco Meraki Smart Cameras CCTV system in The Mahi Space for the following reasons:

1. To control access to The Mahi Space and to ensure the security of the building, the safety of members, HDC staff, any guests and visitors.
2. To prevent, deter, and if necessary, investigate unauthorised physical access, including unauthorised access to secure premises and protected rooms, IT infrastructure, equipment or operational information.
3. To prevent, detect and investigate theft of equipment or assets owned by HDC or The Mahi Space, members, visitors or staff.
4. To prevent threats to the safety of personnel working at the office (e.g. fire, physical assault).

The CCTV system is not used for any other purpose, such as to monitor work. The closed circuit television (CCTV) cameras record visual but do not record audio. Signage is displayed in The Mahi Space, to inform all members and visitors. The purpose of the cameras is to deter, or to provide means of immediate detection of, criminal offences committed in that area.

Fair Use Policy

This policy is part of HDC and The Mahi Space Terms and Conditions which you agree to when you sign up to become a Mahi Space Member. All of the Services and Infrastructure in and around The Mahi Space are subject to the Fair Use Policy.

Your use of the Services and Infrastructure must be fair, reasonable and not excessive, as reasonably determined by us by reference to average and/or estimated typical customer usage of the Services and Infrastructure. We will consider your usage to be excessive and unreasonable where it materially exceeds the average and/or estimated use patterns over any day, week or month, or other period of time as determined by us. (Excessive Usage).

If in our reasonable opinion, we consider your usage to be unfair, unreasonable and/or Excessive Usage we may immediately suspend, modify or restrict your use of the Services or withdraw in full or in part your access to the Services and Infrastructure without notice to you.

Printing and Scanning: If your use of the printer/scanner is considered excessive, you or your business will be invoiced for associated costs for printing and/or scanning. The charges will correlate to the amount of printing/scanning expended and will cover costs such as paper, ink, toner, maintenance, machinery wear and tear.

Guests: all invited guests must be accompanied by a Mahi Space Member at all times while they are in and using The Mahi Space. If guests are attending events especially as part

of the training programme, each guest must be registered as an attendee to the relevant event.

Damage: You are responsible for any damage intentional or otherwise to any property, furniture or equipment in and around The Mahi Space including the building's external walls outside. You will be responsible for paying for any repair costs or any charges associated with fixing damage incurred by you while in the Mahi Space.

Behaviour: Do no harm to any person, property or equipment. No weapons such as guns, knives, pepper spray or other weaponry are to be on the premises at any time. Every individual is to abide by the law while using The Mahi Space, at all times. If any laws are broken, this will result in access to The Mahi Space being revoked and access to The Mahi Space might be denied indefinitely. Access will be denied for any reason including attending events open to the general public, i.e. additional to the Mahi Space Members. Any fines incurred will be the responsibility of the individual and payable by the offender.

Bullying of any form is not tolerated at all. This includes:

- Physical bullying i.e. hitting, kicking, or pushing (or threatening to do so), as well as stealing, hiding, or ruining other's possessions, and hazing, harassment, or humiliation.
- Verbal bullying i.e. name-calling, swearing, taunting, and insults.
- Relationship bullying i.e. exclusion from groups or activities, defamation, or making others do things they don't want to do.

Spam: The Unsolicited Electronic Messages Act 2007 prohibits the sending of spam with a New Zealand link (i.e. messages sent to, from, or within New Zealand). The Act refers to spam as 'unsolicited commercial electronic messages'. The Act covers email, fax, instant messaging, and mobile/smart phone text (TXT). Businesses must comply with the Act. Individuals and Businesses must ensure they do not send spam.

Unsolicited selling or goods and services: Under New Zealand law it's illegal for a seller to send unsolicited goods and then demand payment.

- If you have received unsolicited goods, you don't have to pay for the goods (unless you deliberately damage or lose them).
- If you don't want to keep the goods you must make them available for collection by the supplier for a period of ten working days.
- After ten working days, if the goods haven't been collected you may keep them and the supplier cannot request payment or return of the goods.

It's illegal for the seller to demand payment, or threaten legal action unless they have reason to believe that you have damaged the goods. However, you are not liable unless you lost or intentionally damaged them.

If somebody has ordered the goods on your behalf, but you didn't give them permission; you don't have to pay for them. In this situation, you can contact the sender to explain what has happened and arrange for the goods to be collected.

Liability: In no event shall we be liable for any claims, penalties, loss, damage or expenses, howsoever arising, out of or in connection with your use of The Mahi Space, the website or Social Media, including, without limitation, direct or indirect loss, consequential loss or damage, loss of profit or goodwill, loss of data, loss arising from use or inability to use the Website, loss arising from any errors or omissions in the Website as a result of breach of contract, negligence, delict. Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury caused by negligence or for any liability which cannot be excluded or limited under applicable law.

We will not be liable to you in contract or otherwise for any losses or damages that you suffer in relation to and as a result of products, information, materials or services provided to you in The Mahi Space or by any of the associated organisations such as training professionals, or experts or advisers.

Animals: No pets or animals are permitted inside The Mahi Space except for disability assist dog i.e. guide-dogs. <https://www.companionanimals.nz/disabilityassistdogs>.

Health and Safety

- a) Fire/emergency exit doors must be kept clear from obstruction at all times.
- b) It is the Member or visitor's responsibility to make themselves familiar with the evacuation procedure in case of fire at The Mahi Space.
- c) In case of fire at The Mahi Space, the Member or visitor must ensure the evacuation procedure is followed immediately and notify fire emergency response personnel.
- d) For larger groups there must be one Fire Warden to every 100 people appointed. The Member or visitor is to appoint and instruct a Fire Warden for the large Event. This assigned Fire Warden must ensure that all emergency exits are checked prior to the Event. This includes ensuring there is no interference with smoke detectors, fire extinguishers and emergency exits. *
- e) It is the Member's or visitor's responsibility to eliminate or minimise risk e.g. ensure cords, chargers etc. are not trip hazards etc.
- f) Any hazards identified by a Member or visitor may encounter either as a result of any activity must be reported immediately to Horowhenua District Council by calling 06 366 0999
- g) No reckless or dangerous behaviour permitted, i.e. no standing on office chairs.
- h) The Member or visitor is responsible for the provision of a mobile/cellphone for emergency purposes.
- i) The Member or visitor is responsible for maintaining good order and behaviour in all parts of the premises and grounds in use and will not cause, suffer or permit disorderly conduct or nuisance to arise.

- j) The Member or visitor will comply with all laws, regulations, bylaws and rules applicable to the operation of the event and the use of the venue, including taking all practicable steps to ensure that the provisions of the Health and Safety At Work Act 2015 are met at all times.
- k) The Member or visitor will be responsible for the behaviour of event participants and for ensuring that activities and persons present adhere to the rules of The Mahi Space and Te Takeretanga o Kura-hau-pō.
- l) The Member or visitor will be responsible for ensuring that The Mahi Space is kept secure at all times, especially when the venue has been hired after-hours and after Te Takeretanga o Kura-hau-pō is closed.
- m) The Member or visitor will read and understand the fire and emergency evacuation procedures as posted inside The Mahi Space.
- n) Smoking is not permitted on or outside the premises.
- o) It is the Member or visitor's responsibility to provide First Aid supplies.
- p) Any incidents requiring first aid must be reported to the Mahi Space Manager. The incident management form must be filled in and a copy given to The Mahi Space Manager. Contact details, 0221824679 or Te Takeretanga o Kura-hau-pō on 06 366 0853, email.

Disputes

If a dispute arises between the Member and the Mahi Space Manager or the Member's visitor and the Mahi Space Manager then the parties will have regard to these terms and conditions, the Guidelines of the Mahi Space and the Values of the Mahi Space. If the matter cannot be resolved quickly and amicably then the decision of the Mahi Space Manager on the matter shall be final and binding.

If a dispute arises between two or more Mahi Space Members of their invitees then the parties, having regard to these terms and conditions, the Guidelines of the Mahi Space and the Values of the Mahi Space, must attempt to resolve the matter quickly and amicably but failing such resolution the dispute shall be referred to the Mahi Space Manager who shall make a final decision on the dispute which shall be binding on all parties to the dispute.

The decisions of the Mahi Space Manager in any disputes arising around the Mahi Space shall be final and binding and no discussion shall be entered into by the Mahi Space Manager.

The Mahi Space Manager has the right to revoke the membership of any Mahi Space Member if, at the Mahi Space Managers sole discretion, the member is in breach of any of these terms and conditions, Guidelines of the Mahi Space or Values of the Mahi Space. The Mahi Space Member will immediately return their key card tag to the Mahi Space Manager.

Definitions

In these policies, unless the context otherwise requires:

- **Individual** means a natural person, other than a deceased natural person
- **You** means an individual, or a representative of your business or your organisation
- **IPP** means the Information Privacy Principles contained within section 6 of the Privacy Act 1993
- **Personal information** means information about an identifiable individual
- **Privacy Officer** means a staff member appointed as a Privacy Officer pursuant to section 23 of the Privacy Act
- **Privacy Statement** means a statement given to an individual pursuant to Information Privacy Principle 3
- **PSD** means Portable Storage Device, which is a small hard drive or solid state drive designed to hold any kind of digital data. Common examples include USB sticks and portable hard drives.
- **BYOD** means Bring your own device
- **The Mahi Space:** conference room, hot-desk pods and meeting spaces at 10 Bath Street, Levin. Includes the amenities; kitchenette, toilet, printer/scanner and the vicinity outside the building.
- **Mahi Space Member:** an individual who has signed the terms and conditions, health and safety procedures and agreed to abide by the values and the professional workplace nature of the environment in The Mahi Space. This may extend to employees, partners, colleagues or owners/managers of a business or company who have been signed up as part of the one business or company membership.
- **We:** Horowhenua District Council (HDC), HDC staff including The Mahi Space and Te Takeretanga o Kura-hau-pō staff and volunteers.