# Membership Agreement and Acceptable Use Policy

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## Hobart Hackerspace Inc.

Membership Agreement and Acceptable Use Policy

When you become a member of Hobart Hackerspace Inc. it is a requirement that you agree to and follow these guidelines relating to your membership and activities in the space.

The most current version of this document is on our website at hobarthackerspace.org.au/terms of use/

### Purpose

### Hobart Hackerspace Inc provides a shared space where you can:

- Hack, explore and learn new skills.
- Work on your own and group projects.
- Learn from and teach others. Share what you know.

### We provide:

- Shared spaces for people to work on their projects.
- A place for you to leave your stuff when you're not working on it.
- Shared equipment and resources and a place for you to share with others.
- A safe and welcoming community of which you can be a part.

### Code of Conduct

In order that the space be able to run effectively it's necessary to set some simple ground rules. You are required to carefully read and agree to these rules before your membership can be confirmed.

### Definitions

1. "Hackerspace", "The Hackerspace" and "Hobart Hackerspace Inc." means Hobart Hackerspace Inc. incorporated in the State of Tasmania.

- 2. "Space" or "the space" refers to the premises occupied by Hobart Hackerspace Inc at 2 St. Johns Ave. New Town, Tasmania, Australia or such other premises as may from time to time be occupied by Hackerspace as its headquarters.
- 3. "I" and "my" means the member or prospective member who has signed this agreement, or where the agreement is countersigned by a parent or guardian, the parent or guardian who is agreeing on behalf of their child.
- 4. "Access device" refers to any key, card, token, password or other mechanism that permits you access to the space or any area of facility within the space.
- 5. "Notify the committee" means to provide the requested information to the Hackerspace committee in writing using the "Contact Us" page on the Hackerspace website at: hobarthackerspace.org.au, or by email to: committee@hobarthackerspace.org.au.
- 6. "Commercial use" (of Hackerspace facilities) refers to use by a Hackerspace member of the facilities provided by the Hackerspace such that that member receives a financial reward.

#### **General Conduct**

- 1. I agree to be considerate to other users of the space when using loud machinery, speaking loudly, playing music etc.
- 2. I agree not to touch, utilise or tamper with any tool, equipment or other item that does not belong to me unless I have been invited to use it by the owner, or the owner has clearly identified that tool, equipment or item as being intended for shared use.
- 3. I agree not to remove from the space any tool, equipment or other item that does not belong to me without the explicit permission of its owner.
- 4. I agree to keep the space reasonably tidy, placing rubbish in bins, putting furniture and equipment and tools back where they belong after using them, etc. I agree to immediately clean up any space, tools, materials etc. that I have been using when asked to do so by any Committee member.
- 5. Hobart Hackerspace is a safe environment for people to learn and explore. I agree not to verbally or physically harass or assault any member in any way whatsoever.
- 6. Hobart Hackerspace is inclusive of anyone no matter who they are. I agree not to discriminate against any member on the basis of age, gender, disability, ethnic origin, sexuality or anything else.
- 7. I agree not to bring alcohol onto the premises or to consume alcohol on the premises. This is a requirement of our licence with the Government to use the space. There will be no exceptions.
- 8. I agree not to bring illegal drugs onto the premises or to consume illegal drugs on the premises.
- 9. I agree to take full responsibility for the legality or otherwise of any activities I perform in the space or using any equipment that is provided to me in the space.

#### Access and Security

- 1. I understand that whilst Hobart Hackerspace Inc. will make every attempt to ensure the space is accessible 24 hours a day this is not guaranteed. My access to the space may be suspended or limited at any time. Any compensation for lack of access is at the discretion of Hobart Hackerspace Inc.
- 2. I understand that any breach of these rules that is proven to the satisfaction of the Committee will result in immediate withdrawal of my access privileges and potentially expulsion from the organisation. Any reinstatement is at the discretion of the Committee.
- 3. I agree to undergo an induction before being permitted unsupervised access to the space, as required by WH&S regulations and policies.
- 4. I agree that any access device I am issued remains the property of Hobart Hackerspace Inc. When access is no longer required, I am no longer eligible for access or access is revoked, I agree to return or relinquish to Hobart Hackerspace Inc. all access devices.

- 5. I agree that for security reasons I may be subject to video surveillance whilst accessing and using the space.
- 6. I agree not to permit any other person to use my access device or to permit any other person to enter the space except in compliance with the rule regarding guests below.
- 7. I understand that I may invite one guest into the space at a time. Each guest may only attend four times before they may be required to become a member. I will assume full responsibility for the behaviour and actions of any of my guests.
- 8. I agree to take responsibility for the security of the space, ensuring doors and windows are closed and locked as appropriate when the space is left unoccupied.
- 9. I agree that anything that I place or store in the space is left there entirely at my own risk. I agree that, whilst Hobart Hackerspace Inc. will make all reasonable efforts to secure the space, I will not hold Hobart Hackerspace Inc. liable for any loss of, or damage to, any of my property whilst it is in the space.

### **Payments**

- 1. I agree to compensate Hobart Hackerspace Inc. for the full replacement cost of any access devices that are lost, damaged or stolen at any time after they were provided to me and before I returned them.
- 2. I agree to compensate Hobart Hackerspace Inc. for the full cost of repair or replacement of any furniture, fittings, tools or anything else that is lost or damaged as a result of any careless or negligent act on my behalf or that of any of my guests.
- 3. I agree to pay any money due promptly, or to contact Hobart Hackerspace Inc. as soon as possible if I am unable.

### Commercial use of Hackerspace facilities

- 1. I understand that:
  - Commercial use of Hackerspace rooms or equipment by members is limited to no more than 1 hour per month.
  - Members desiring to use space facilities for commercial use for longer times may make a request to the committee for consideration.
- 2. I recognise that the intent of this rule not to limit members' creativity or interests, simply to avoid the Hackerspace being taken advantage of.

### Workplace Health and Safety

- 1. I agree not to utilise any tool or piece of equipment unless I am competent in its use (and have completed induction/training where necessary and have read all manuals and safety instructions) or am under the direct supervision of a competent user.
- 2. I agree not to utilise any tool or piece of equipment if I am adversely affected by alcohol, drugs, illness, fatigue or any other thing that could impair my mental or physical abilities.
- 3. I agree to complete a risk assessment, with a committee member, of any potentially hazardous procedure undertaken in the space. I will develop safe work practices, or make myself aware of any existing practices, before undertaking any such procedure.
- 4. I take responsibility for wearing suitable protective equipment (PPE) when using tools or performing activities in or at the space. I undertake to notify the committee in writing of any damaged or missing PPE and of any situations where I believe that suitable PPE is not available.
- 5. I agree to report all accidents, incidents or near misses to a committee member as soon as possible. Any accidents, incidents or near misses should be formally notified to the committee, using the website contacts page.
- 6. I agree that the space is a potentially dangerous environment and that I may be exposed to various risks as a result of work undertaken by myself or others. Notwithstanding all reasonable attempts by Hobart Hackerspace Inc. to ensure the safety of myself and others, I agree to the full extent permitted by law to assume complete responsibility for my own actions and their consequences.

### Parent or Legal Guardian Approval (if member is under 18 years of age)

- 1. By countersigning this agreement I agree to all of the terms and conditions therein on behalf of my child.
- 2. I agree that Hobart Hackerspace Inc. and its officers, to the full extent permitted by law, take no responsibility whatsoever for my child and their actions whilst they are using the space.
- 3. I recognise that Hobart Hackerspace Inc is primarily an adults organisation. Children in the space are expected to behave to the same standards as adults, as far as is reasonable, with the added requirement that they be supervised.
- 4. Children must be actively supervised whilst in the space. This means that a parent or nominated member representative must be present, take responsibility for the child and be with the child in the same room or nearby.
- 5. Support for STEM learning and other school-age activities is provided by individual adult members on their own initiative and responsibility. Any issues or matters relating to my child's involvement in those activities are not the responsibility of Hobart Hackerspace Inc.
- 6. I understand that the space is a potentially hazardous environment and that absolutely no supervision will be provided by Hobart Hackerspace Inc. I further understand that it is necessary that I actively supervise my child at all times whilst they are in the space.
- 7. I consent to my child being provided with an access device allowing them to access the space and use the equipment and facilities therein 24 hours per day. I understand that, if such a device has been provided to my child, it is my responsibility to ensure that my child is supervised while they are in the space.
- 8. I assume full financial responsibility for any costs or damages incurred by my child in accordance with the terms of this agreement or any breach thereof.