

Membership Agreement

Membership Agreement, Limitation of Liability & Waiver

All members, guests, and participants, enter into this Agreement as a condition of membership and as a part of participating in Ballarat Hackerspace activities and/or events, and extends to events and activities.

All members, guests, and participants, have read, understood, agreed to and signed the Ballarat Hackerspace “Waiver and Release of Liability, Indemnification and Assumption of Risk, and Hold Harmless Agreement” herein called “Waiver”, which will be provided simultaneously with this Membership Agreement prior to the use of facilities, and/or attendance at any workshop provided by the Ballarat Hackerspace.

No member or non-member is permitted to use the facilities, tools, or machinery for any reason without the acceptance and signing of the Waiver.

Conduct and Responsibility

All members, guests, and participants at Ballarat Hackerspace agree to treat all members and guests with courtesy and respect regardless of level of experience, level of ability, level of interest, gender, gender expression, sexuality, age, race, creed, colour, origin, or personal experience.

The following actions are prohibited by members and guests while at Ballarat Hackerspace:

- Disregard for personal safety.
- Reckless endangerment of others.
- Intentional damage or theft of Ballarat Hackerspace equipment or members' and guests' personal belongings.
- The use of Ballarat Hackerspace equipment, facilities, or network to perform any act deemed illegal by State, Federal, or Local law.
- Violence or threats of any kind.
- Demonstrated inability to treat any person, member, organisation, or facility with respect.
- Harassment (see below).

Members and guests agree to follow all policies now in force, or in the future, adopted by Ballarat Hackerspace, including, but not limited to, policies with regard to use of equipment, services and Facility premises and amenities. Any delay or failure by Ballarat Hackerspace to enforce any policy or rule presented within or without this agreement will not constitute a waiver of Ballarat Hackerspace's right to do so in the future.

It is the responsibility of each member to help enforce the Membership Agreement. If someone is violating the Membership Agreement politely explain to them why their behaviour is not acceptable. Egregious violations should be reported to a Committee person.

Only persons or members that have been formally authorised to act as an agent or representative for Ballarat Hackerspace, are permitted to represent in any and all conversations, writing, or other communication with any public official or service provider. Failure to secure permission may result in the forfeiture of membership.

Non-Discrimination

Ballarat Hackerspace does not promote or discriminate against any person, population group, or organisation with regard to categories protected by applicable Australian law. These include, but are not limited to race, colour, religion, sex, gender expression, physical appearance, language, education background, national origin, age, and disability.

Anti-Harassment

All members must avoid any behaviour or conduct that could reasonably be interpreted as harassment, which includes, but is not limited to:

- Offensive comments including epithets, slurs, negative stereotyping, verbal kidding, teasing, jokes, or intimidating acts related to race, religion, gender, gender identity and expression, sexual orientation, disability, or physical appearance.
- Gratuitous sexual or obscene objects, images, or behaviour.
- Unwelcome physical contact or sexual attention without consent or after a request to stop.
- Subtle or explicit demands for sexual activity.
- Continued or repeated verbal abuse.
- Threats or incitement of violence towards any individual, including encouraging a person to engage in self-harm
- Deliberate intimidation by words, gestures, body language, or menacing behaviour
- Stalking
- Harassing photography or recording, including logging online activity for harassment purposes
- Continued one-on-one contact or communication after requests to cease
- Deliberate "outing" of a sensitive aspect of a person's identity without their consent
- Deliberate misgendering. This includes dead-naming or persistently using a pronoun that does not correctly reflect a person's gender identity
- Discussions about explicit sexual behaviour or interests.

Members are allowed to express the socialising limits they wish to have with another member; members must abide by that limit.

In instances where content of a sexual nature are present, such as but not limited to events or projects, prior approval for waiver from any prohibited acts is required as a decision of the Committee, on a case by case basis.

Responsibilities

Members agree to and assume the following responsibilities for:

1. their actions, physically and electronically, within the space and its spaces including but not limited to the facility, online communication methods, and events.
2. their personal belongings at all times, including but not limited to supplies, tools, projects, and personal effects.
3. cleaning up any materials, projects, scrap materials, tools, rubbish, food, mess, smells, chemicals, paint, etc that they create. Attempt to leave the space better than it was found.
4. contributing to the general improvement and maintenance of the facility, tools, equipment, operations, and community .
5. reporting any items, tools, or equipment in the facility that are missing, broken or otherwise not behaving as expected, to the corresponding area host and sending an email to committee@ballarathackerspace.org.au with the item name, location, and detailed

description of the occurrence. When something breaks, own up to it and try fix it. If there is doubt about fixing it, ask for help. Do not chastise or shame someone for breaking things, help them understand what went wrong.

6. not living in, residing in, or inhabiting Ballarat Hackerspace.
7. any non-member they permit to enter the facility. If a person without membership access requests access, they must be a guest at a public event or a guest of a specific member. If they claim to be a member, ask a Committee member or Event Host to verify their membership before allowing unsupervised access. Do not provide door access, under any circumstances.
8. maintaining a safe and clean environment at all times.
9. returning all tools and equipment to their designated location. All tools must remain on site at all times, unless granted specific approval by a Committee Member. Removal of materials, tools, or equipment that is not the property of the member will be considered theft.
10. providing accurate information. For purposes of identification and billing, member agrees to provide Ballarat Hackerspace with current, accurate, complete and updated information including name, address, telephone, and text number, e-mail address and current payment information. Member agrees to promptly append any changes to their contact information, by accessing their member profile or notifying the Committee of the change. Member also agrees to provide a phone or text number for an emergency contact.
11. receiving transactional emails about essential organisation activity, like payment and votes, and important information relating to the organisation.

Guests

- Guests must sign the Waiver.
- Guests may only be present in Ballarat Hackerspace with a Member present and under their direct supervision.
- Guests are not allowed to use tools and equipment, except as part of a scheduled class/workshop.
- Members are responsible for their associated Guests and their actions.
- Guests are not permitted to walk around the space unsupervised.

Minors

Any one under the age of 18 is considered a minor and are subject to the additional constraints:

- Minors must be accompanied closely (ie. visual range, and immediate reach when near dangerous tools) by Parent or Legal Guardian at all times and are not permitted to have unsupervised access to the facility.
- Minors may not use Hackerspace equipment that may cause harm in any way, unless being actively supervised.
- Parents/Legal Guardians are directly responsible for their children and their actions.

Safety

- Members are permitted to use the facilities, tools, or machinery provided they comply with all policies and safety procedures including, but not limited to:
 - Fulfilling the prerequisites determined by the the Committee members
 - Completing the required training/authorisation(s)

- Anyone that is asked to cease unsafe, dangerous, or damaging behaviour is expected to comply immediately, until which time appropriate processes can be determined.
- If you're not comfortable with a piece of equipment, ask for help before taking risks.

Electronics, Computing, & Networking Policy

By way of example, and not as a limitation, member agrees that when using electronic assets related to Ballarat Hackerspace that member will not:

- Use it in connection with sponsoring contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any topic, name, material or information that would otherwise violate any of the provisions within this membership agreement.
- Upload, or otherwise make available, files containing copyrighted or trademarked works unless the member owns or controls the rights thereto or have received all necessary consents to do the same.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Knowingly download, distribute or upload any files that would constitute a violation of existing or relevant laws, or use any Ballarat Hackerspace system for illegal or criminal purposes.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, outside of the provisions of that work.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest, distribute, or otherwise collect information about others, including email addresses, without the subject's consent.

Surveillance Cameras

- Ballarat Hackerspace reserves the right to place surveillance cameras within the facility where necessary and appropriate to monitor certain public areas by a vote of the directors.
- All camera locations shall be publicly documented.
- Only the Committee members or designated agents/authorities may have access to security footage on an as-needed case-by-case basis. Any instance of accessing camera footage shall be recorded among the Committee and shall include the reason and individual accessing the footage.
- All camera footage will be kept for a maximum of 6 months, unless part of an ongoing or archive of Committee proceedings.
- Members may not install recording devices or cameras in the facility without a vote of the membership or vote of the Committee.

Conflict resolution procedure

- Members, guests, and participants are expected to resolve raised issues and disputes on their own, when at all possible; unbiased parties should be encouraged to assist. If the issue remains unresolved, any member may file an issue with the Committee.
- The Committee is a standing group made up of long-term full-time Ballarat Hackerspace members. A purpose of the Committee is to assist in the resolution of disputes between members, guests, and/or Ballarat Hackerspace, and to address violations of the membership agreement. Issues may be brought forward by the parties internal or external to the dispute.

Temporary Removal of Membership Rights and Privileges

- Ballarat Hackerspace may immediately temporarily revoke or suspend the rights and/or expel from the premises, online systems, or sponsored events, any members, guests, or participants found to be in violation of the membership agreement, bylaws, or policies by majority of the Committee.
- An issue will be raised by the Committee immediately following an act of temporary removal.
- Written notice of temporary removal of membership privileges and rights will be sent to the member's email on file, and be in-force immediately unless explicitly stated otherwise in writing.
- Members whose rights and privileges have been temporarily removed shall be allowed to return to the facility at scheduled times to speak directly with the Committee, to collect or remove belongings under direct scheduled supervision of a Committee, or any other purpose at the discretion of the Committee.
- If Member's rights are removed for any reason, the organisation shall not be required to refund any fees.

Reservation of Rights of the Organisation, Warranty Disclaimer

- The Committee reserves the right at any time to alter the hours of operation, and the right to amend the cost of, add, modify, assign, terminate, exclude and/or eliminate any membership, option, benefit, service, session, facility, activity, class or program by majority vote of the Committee.
- Material resources at the facility of Ballarat Hackerspace are subject to demand and may be crowded or unavailable at certain hours and events may be cancelled or times thereof changed at Ballarat Hackerspace's sole discretion.
- Ballarat Hackerspace reserves and shall have the right to collect at any time any previous outstanding membership balances due and owing that have not been satisfied.
- Contributions to Ballarat Hackerspace's infrastructure or systems relevant to the Committee's execution of its purpose and goals, including but not limited to work, materials, tools, equipment, and intellectual property are implicitly owned by the organisation from the time of application, unless otherwise documented through written contract or loan agreement between Ballarat Hackerspace and contracted parties, and filed with the Secretary of the organisation.
- The facility, tools, materials, equipment, and all services associated with this membership and any workshops are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. Ballarat Hackerspace disclaims all warranties, express

or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.

- All tools on site are the express property of Ballarat Hackerspace, unless otherwise noted.
- Member-owned items loaned to Ballarat Hackerspace must be accepted by the Committee; members are required to enter into a loaned tool agreement. A signed copy of the loan agreement must be submitted to a Committee member for the loan to be valid.
- Members are allowed to bring their own tools into the facility but are required to clearly denote ownership and maintain their items in designated storage spaces included as part of membership or in accordance with temporary storage policies. It is the responsibility of the member to denote, maintain, and store tools not expressly on loan to Ballarat Hackerspace. Committee and Board Members may limit the use of or disallow member-owned tools at their discretion. Ballarat Hackerspace is not responsible for any aspect of tools brought into the facility that are not on loan.
- Donations are accepted at the discretion of the Committee.

Rights of Publicity

- Member grants to Ballarat Hackerspace, the Committee, and designated agents, the right to photograph, videotape and publish, visually and/or audibly, their likeness, projects and possessions.
- Ballarat Hackerspace is not responsible for photographs taken by members and/or guests in the facility, or at events, or gatherings. Members and guests are expected to be respectful of any other member's or guest's personal space and privacy.

Privacy

- Ballarat Hackerspace will comply with all laws with respect to the display, discussion, or provision to any party, which identifies an individual or provides sensitive personal information, as a result of any otherwise legal request.
- Various members of Ballarat Hackerspace, acting within their capacity as officers or assigns, may access such information only to the extent necessary to perform their job function, on a need to know basis, and subject to the absolute prohibition on the provision of any information covered by this policy, to any other person or entity, without the explicit written permission of the Committee.
- Ballarat Hackerspace shall not sell or rent members personal information to third parties.
- Ballarat Hackerspace may engage third parties to support the function of the organisation and may use member's personal information to provide services to the member on behalf of the organisation.

Assignment

This Agreement and the rights and obligations contained therein may not be assigned, delegated or transferred by either party and any such attempt shall be void.

Modification of Agreement

All amendments, changes, or additions to the Membership Agreement shall be executed by a "vote of the membership" or "vote of the Committee" as per the Ballarat Hackerspace bylaws.

Severability

If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, superseding any and all other previous and contemporaneous agreements, understandings, proposals, conditions, warranties, representations or statements, oral or written, with regard to the subject matter hereof. Any previous agreements between the parties pertaining to the subject matter of this Agreement are hereby expressly cancelled and terminated.

Agreement to the terms of the membership agreement persist regardless of subsequent changes to the terms of the agreement. Ballarat Hackerspace will notify members of changes to the Membership Agreement using the contact information provided by the member.

Representations and Warranties

By submitting payment in accordance with the membership requirements, via accepted methods of payment, the individual has initiated membership to Ballarat Hackerspace, is now a member and asserts the following: Member agrees to follow the rules and policies laid out in the Membership Agreement.

1. Member has had the opportunity to read and fully understand this agreement
2. Member has had the opportunity to inspect and verify, to their satisfaction, any and all claims made about the organisation.
3. Member is not acting in reliance upon any information, representation of quality or nature of, notice or advertisement of the organisation, facility, committee, volunteers, affiliates, qualifications or skills of other members, nature of services, nature of the community, or of the present, minimum, or maximum number of members who may use the facilities at any given time.

Waiver

In consideration of the acceptance of my membership or participation in events with the Ballarat Hackerspace.

1.
 - a. I waive all claims that I may have against the Ballarat Hackerspace Inc, its officers, directors, members, volunteers, employees, agents and sponsors, or its executors, administrators, heirs, successors or assigns (the organisers), and release them from all claims for death, injury or damage arising out of my participation in their club, their event and its related activities, together with any costs, including legal fees.
 - b. I agree to indemnify and keep indemnifying the organisers against damage arising out of my participation in the events and its related activities.
2. I agree to comply with all the rules, regulations, instructions of the committee, and our Code of Conduct, as it outlines expectations for inclusive behaviour while in the Ballarat Hackerspace: <https://ballarathackerspace.org.au/code-of-conduct>
3. In the event of injury or illness during participation, I consent to receive medical treatment, which may be deemed advisable by the organisers.
4. I acknowledge that I have sole responsibility for my personal possessions and equipment during all the events and activities.
5. I hereby permit the free use of my name and picture in any broadcasts, telecasts and the press including websites as they pertain to the Ballarat Hackerspace their events and activities.
6. I understand that my membership or entry fee is non-transferable and not refundable.
7. I agree to have my personal details recorded and used by the Ballarat Hackerspace and related parties for further communications of future related events.
8. I acknowledge and accept full responsibility for the welfare, behaviour, and all actions of any guests (including dependents) I bring into the space. This includes responsibility for any damage to property, compliance with all rules and policies of the space, and liability for any incidents or accidents caused by my guests.