

Vic Park Wellness Centre – Practitioner agreement

1. This agreement is between:

a. Vic Park Wellness Centre (“VPW”), which is a trading name of Jessica Kennedy, ABN 31131103691, *(personal details deleted)*.

b. “the Practitioner”:

Name: _____

Business name: _____

ABN (if applicable): _____

Address: _____

Email address: _____

Mobile phone: _____

Modality(ies): _____

_____ (“the Modality”)

Qualifications: _____

Professional body(ies) _____

Registration: _____

_____ (if applicable)

2. This agreement is for the Practitioner to hire, on a part time basis, VPW’s treatment room, located in the office at the Aqualife centre at 42 Somerset Street, East Victoria Park, WA 6101 (“the Treatment Room”), according to the timetable and fees set out in Schedule A of this agreement.

3. The Treatment Room is leased by VPW from the Town of Victoria Park, of 99 Shepperton Rd, Victoria Park, WA 6100. VPW will provide the Practitioner with a copy of that lease. The Practitioner will ensure that their actions do not in any way breach the terms of that lease.

4. The Practitioner will use the Treatment Room to offer the Modality to the Practitioner's clients. The Practitioner will retain full ownership, responsibility and liability for the services they provide to their clients in the Treatment Room. They will handle their own client bookings, client payments, and all other aspects of their client relationships.
5. Before utilising the Treatment Room, the Practitioner will provide VPW with a copy of their qualification(s), professional membership(s), registration (if applicable) and insurance certificates for the Modality, including public liability and professional indemnity insurance of \$20m. At the expiry date of any of these, the Practitioner will supply copies of the new certificates to VPW. The Practitioner will abide by the requirements of their professional body(ies) and registration (if applicable).
6. The Practitioner will make best efforts to protect the confidentiality of everyone who receives any services in the Treatment Room. The Practitioner will not store any client records at the Treatment Room.
7. VPW will make some space available to the Practitioner to store equipment or materials. This storage is at the Practitioner's own risk, VPW accepts no liability for any stored items.
8. The Practitioner will keep the key card for the Treatment Room secure, and may need to pay an admin fee to replace any lost key card.
9. To allow for a smooth handover between the various practitioners using the Treatment Room, VPW will reserve 30 minutes grace time in the Treatment Room between different practitioners. The Practitioner may access the Treatment Room up to 15 minutes before their hire session begins. After their hire session, the Practitioner will ensure that they vacate the Treatment Room within 15 minutes. All bookings that the Practitioner arranges with their clients will fall entirely within their hire session times.
10. This agreement will commence with a three month trial period. If the Practitioner and VPW mutually agree to continue with this beyond that point, and confirm that to each other by email, all the terms and conditions of this agreement will continue to apply until this agreement is terminated.
11. Either party can terminate this agreement at any time by giving 30 days notice to the other party by email.
12. The Practitioner will make best efforts to be a good citizen of the Treatment Room, including following the guidelines in Schedule B, which VPW may vary from time to time.
13. The Practitioner and VPW to support the growth of each other's businesses, for example as described in Schedule C, which VPW may vary from time to time.
14. Future variations to the details in Schedule A of this agreement (for example if the Practitioner would like to change their days or hours, or move from flexible to regular hire), may be mutually agreed by the parties by email.

The Practitioner

Signed: _____ Name: _____ Date: _____

VPW

Signed: _____ Name: _____ Date: _____

Schedule A – Treatment room hire

Regular Hire (if applicable)

The Practitioner will hire the Treatment Room on a weekly basis:

Day(s) of the week: _____

Start & end times: _____

Hire fee per rental session: _____ plus GST

- The Practitioner may cancel a specified hire session by providing at least 30 days notice to VPW by email, in which case no fee will be payable for that hire session.

Flexible hire (if applicable)

- The Practitioner will hire the Treatment Room on a flexible ad hoc basis, at times when other practitioners are not using the Treatment Room.
- VPW will provide the Practitioner with access to an online booking system to allow them to book hire sessions.
- The hire fee will be \$_____ plus GST for the first hour (1 hour minimum hire) and \$_____ plus GST for each additional 15 minutes after that.
- If the Practitioner cancels a hire session with at least 24 hours notice, no fee will be payable for that hire session.
- To cancel any hire session, the Practitioner should cancel using the online booking system.
- (Note that if the Practitioner frequently cancels their flexible bookings with short notice, this may be a reason for VPW to terminate this agreement.)

Monthly minimum hire

- After the three month trial period, the Practitioner will pay monthly minimum hire fees of \$_____ plus GST.

Payment

- VPW will issue invoices for hire fees at the end of each month.
- Invoices are payable within 14 days. The Practitioner will register their payment card with VPW's online payment system.
- The Practitioner hereby authorises VPW to retain their card details on file, and to charge their card with the invoiced amount on the invoice payment due date.

Subject to availability

- The Treatment Room is only available during the standard opening hours of the Aqualife Centre, and will be subject to change if Aqualife's opening hours change.
- If Aqualife is closed for some reason, the Practitioner will not be charged for any hire session which was booked for that day.

Schedule B – Being a good citizen of the treatment room

- Please treat the Aqualife Centre, the Treatment Room, and everything in it, with respect, and leave everything as you found it
- Please clean up anything you may spill (there some cleaning supplies under the sink)
- Please don't use any strong chemicals on any of the surfaces in the room, including the treatment table (water and a mild detergent are OK)
- If the paper towels or handwash run out, please refill them (under the sink)
- If the bin is full, please tie up the bag and put it next to the bin (for the cleaner), and put in a fresh bag (under the sink)
- Please do not burn incense, candles, or anything else in the Treatment Room
- For your safety, please do not touch the sharps box
- If anything is broken, dirty or needs attention, please let me know
- If the batteries need changing in the aircon remote control, or a globe needs changing in a lamp, or a cushion needs washing, let me know
- Remember to lock the room whenever you leave it
- When you leave for the day, make sure you turn off taps, lighting, heating, and everything else
- And your suggestions for improvements are most welcome!

Thank you!

Schedule C – Marketing

The Practitioner and VPW to support the growth of each other’s businesses where possible, for example by:

- Including details on each other’s websites
- Creating a poster to display at VPW to promote the Practitioner and their Modality
- Displaying business cards and/or leaflets at VPW
- Sharing each other’s social media posts
- Sharing each other’s online reviews
- Sharing photos of the Treatment Room
- Writing guest blog posts in each other’s blogs
- Sharing any special offers or discounts the Practitioner may run from time to time
- Mentioning each other in posts in local social media groups where practical, for example the ‘Save Our Strip’ Facebook group
- Tagging VPW as the location of social media posts
- Mentioning each other in marketing emails
- The Practitioner will create a Google My Business listing for their business at VPW’s location
- VPW will pass on details of any relevant initiatives that may be available through the Town of Victoria Park
- And sharing bright ideas of everything else we can do to help each other!

The Practitioner to please supply:

- A stack of business cards and/or leaflets
- A publicity photo of the practitioner (by email)
- Website address: _____
- Phone number for clients to contact: _____
- Links to Facebook and any other social media accounts:

- A ‘call to action’ for how you would like clients to contact you (eg “To book, call _____”, or “Book online at _____”, etc) : _____
- Approx 200 words describing the Modality:

- Approx 100 words describing the Practitioner: