



SHAMBHALA
CENTRE

22-40 Bridge St, Bulleen,
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ABN: 603 6628 9217

26th March 2019

PRACTITIONER RENTAL AGREEMENT

BETWEEN

Shambhala Centre Pty Ltd. ABN 60 366 289 217, as trustee for Shambhala Trust trading as Shambhala Centre ("Shambhala") of 22-40 Bridge St, Bulleen, VIC, 3105.

AND

The Practitioner.

It is acknowledged that Shambhala Centre at 22-40 Bridge St, Bulleen, VIC, 3105, has a consultancy room available for rent on various terms. It is agreed that Shambhala Centre and the Practitioner will enter into this agreement for rental at Shambhala Centre ("the premises") on the following terms.

Privacy:

All personal information provided by the practitioner, including client information provided on the booking system are subject to the laws of privacy and confidentiality. Information provided to Shambhala Centre Pty Ltd will not be forwarded to a third party unless the practitioner and/or the client has given prior written approval.

The Practitioner agrees that:

1. Registration with Shambhala Centre Pty Ltd places Shambhala Centre Pty Ltd terms and conditions into effect. Cancellation of registration is required in writing and will be subject to payment of any debt owing to Shambhala Centre Pty Ltd.
2. They will use the premises as booked by them through the Shambhala Centre Pty Ltd on-line treatment room booking system for the service/s identified.
3. They will pay to Shambhala the rental amount via the on-line booking system directly. (Bookings made by Shambhala Centre Pty Ltd. on behalf of a registered practitioner will be invoiced to the practitioner for payment and will include an admin fee of \$5). NOTE: A credit system is available, but not mandatory, for practitioners, with pre-payment allowing the practitioner to utilise the system to facilitate making bookings.
4. The status of the following items is current and can provide evidence of currency, if required and applicable:
 - a. ABN. (Australian Business Number).
 - b. Certified copies of their qualifications to provide the services identified in their registration.
 - c. Professional indemnity insurance relevant to the services provided.



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5. They are responsible for all administration and any resourcing required in the provision of their services to clients including their health and safety whilst on the premises.
6. They acknowledge that Shambhala is not responsible for the property of either the Practitioner or their clients left on the premises but will hold all items for (30) thirty days after completion of the booking.
7. They will respect all furniture and fittings within the premises, and will leave the premises in the manner in which it was originally presented to them.
8. They will not smoke, or permit smoking to occur, on the premises.
9. They will make any complaint in relation to their use of the premises in accordance with Shambhala Dispute Resolution Policy.
10. They will be offered the opportunity to participate on Shambhala open promotional days for the purpose of attracting new clients and promoting their services. It is acknowledged that participation may include offering a sample of their services, at a promotional fee, in keeping with the spirit of the day.

Shambhala agrees:

1. To offer a clean, safe and confidential environment for the Practitioner to work in.
2. To provide a person who is able to meet and greet the Practitioner's clients as requested or required. *It is noted however that Shambhala does not offer a telephone or email answering service on behalf of the Practitioner.*
3. To notify of any correspondence received on behalf of the practitioner and hold confidentially, until delivered to the appropriate person.
4. Wherever practicable, to give to the Practitioner at least twenty-four (24) hours' notice of any possible impact upon the scheduled use of the premises.
5. To offer to the Practitioner a photocopying service, at a rate of \$0.10 per side for A4 black and white copying, \$0.55 per side for A4 colour copying and \$1.00 per side for Glossy Photo Paper A4 colour or black and white.
6. To respond to any complaint from the Practitioner in accordance with their Dispute Resolution Policy.
7. To provide additional administrative assistance upon request, at a rate of 5% of the total payments received by Shambhala on behalf of the practitioner.
8. To include the registered practitioner on the Practitioner page of Shambhala Wellbeing Centre's website. (Practitioner to provide a short bio and photo).
9. To invest in open promotional days for the purpose of promoting the work of Shambhala Centre, and the Practitioner.
10. To hold an updated public liability insurance policy to the value of, or in excess of, five million dollars (\$5,000,000).

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Shambhala and the Practitioner agree that:

1. This agreement may be terminated by either party in accordance with the terms of the Cancellation Policy wherever applicable, or alternatively, by either party giving to the other one months' written notice where that policy does not apply.
2. This agreement may be modified or altered by agreement in writing between the parties.
3. This Agreement is subject to the rules of law in Victoria, Australia at any relevant time.
4. Both parties are interested and invested in supporting the ongoing wellbeing and viability of each other's business, and will do everything possible to ensure the success of each other's business.

INDEMNIFICATION:

The Practitioner, shall indemnify, defend and save harmless Shambhala Centre Pty Ltd, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability) in connection with claims, judgments, penalties, fines, liabilities, losses, suits or administrative proceedings, arising out of any act or neglect by the Practitioner, its agents, employees, contractors, invitees or representatives, in or about Shambhala premises. This indemnity shall survive the termination of this Agreement. The Practitioner hereby releases Shambhala Centre Pty Ltd from any and all liability or responsibility to the Practitioner or anyone claiming through or under the Practitioner by way of subrogation or otherwise, for any loss or damage to equipment or property of the Practitioner covered by any insurance then in force.