

1 Terms and Conditions

This document outlines the terms & conditions of the Licence Agreement made between Nomara’s T/as Gnostic Healing Sanctuary (“The Practice”) ABN/69 656 027 840 located at 1/31 Chambers Place Woy Woy NSW 2256.

And
(insert therapist name)

For the supply of consulting room and associated services for the conduct of:

..... and
..... and
..... and

Services at Gnostic Healing Sanctuary

- This Licence Agreement is not to be interpreted as a partnership agreement, or as an employee contract or an employment relationship.
- This Licence Agreement is not transferable or assignable.
- This Licence Agreement cannot be mortgaged or encumbered.
- This Licence Agreement does not give any tenancy, estate or interest whatsoever in the premises or the goodwill of “The Practice”.
- This Licence Agreement is the whole agreement between the parties.
- This Licence Agreement is a non-exclusive agreement and allows “The Practice” to enter into other Licence Agreements with other practitioners.

Date of commencement of Licence Agreement: 1 / July / 2008

Date of expiration of Licence Agreement: 31 / January / 2009

2 “The Practice” agrees to supply

- A non-exclusive consultation room
- Maintenance of consultation room
- Use of waiting room
- Tea making facilities
- Water for clients and Practitioners
- Booking of appointments
- Collection of fees
- Non-exclusive marketing and advertising

3 Fees

Financial agreement with (The practitioner)

The amount of fees to be paid is described in “Appendix of Fees and Services”.

- Casual Room Fees are due on the day.
- Additional hourly hire fees are payable either by the end of the day or by direct deposit when paying the following weeks room fees.
- If the practitioner attends out of standard hours of operation as defined in Appendix of Fees and Services, the practitioner will either disarm or arm the Building Security Alarm as appropriate and notify the Security Alarm Monitoring Company as appropriate - see last page for telephone number.

Draft – Licence agreement for Services at Gnostic Healing Sanctuary Woy Woy

- Any non attendance by practitioner after confirming attendance, including sickness or client cancellation requires payment.
- Room Fees can be made by direct deposit into the bank account specified by “*The Practice*”, cash or cheque can be made if necessary. Any fees associated with dishonoured cheques will be paid in full by the practitioner to “*The Practice*”. If the daily room fees and charges are paid by Eftpos or deduction of daily takings a 5% handling fee will be applied.

Additional services available include comprehensive reception, marketing and promotional strategies, supply of towels and eftpos facilities. These are fee for service items incurring additional charges over & above the Licence Agreement fee and Room Fees. Some of these rates are shown in “Appendix of Fees and Services”.

4 Conduct of Practice

“At all times the Practitioner shall supply the services in a professional manner and in compliance with the guidelines of the relevant industry practices.

The Practitioner shall do all things and execute all documents necessary to effect and maintain all insurance required to be effected by it by law. Without limiting the generality hereof, the Practitioner warrants that it has arranged all necessary insurance with respect to its employees under the provisions of any relevant Workers Compensation Legislation and also Public Liability for the term of this Agreement. If required by “*The Practice*”, the Practitioner shall produce evidence of such insurance from time to time”.

The Practitioner agrees to:

Provide evidence and maintain:

- Adequate and current professional indemnity insurance.
- Adequate and current Public Liability insurance.
- Adequate and current workers compensation insurance (*If applicable*).
- Professional registration.

At the commencement of this Licence Agreement, provide “*The Practice*” with a copy of the current insurance policies together with proof of payment of all premiums. Thereafter, proof of renewal of the insurance policies together with proof of payment of premium is required when the policy is renewed.

Notify “*The Practice*”, or a nominated representative of “*The Practice*”, immediately if events occur that would limit the ability to competently carry out the tasks and responsibilities of a practitioner.

Complete all documentation that “*The Practice*” considers necessary for the management of “*The Practice*”.

Immediately and progressively inform and provide “*The Practice*” with complete details of conversations and copies of related documents from any solicitor, medical defence fund or court concerning a patient or any other matter that might affect the business and reputation of Gnostic Healing Sanctuary.

Attend “*The Practice*” at agreed hours, providing not less than 24 hours notice if this is not possible. If failing to attend, the Room Fee for that day is still payable.

The practitioner agrees to leave the consultation room in a clean and tidy state.

5 Licence Agreement Period

Terms and Conditions

Thirty days prior to the expiration date, “The Practice” shall indicate in writing to (the practitioner) its intention to renew, renegotiate or terminate the Licence Agreement.

6 Security Bond

A security bond is to be paid to “The Practice” on entering this contract. The security bond shall be not less than four weeks room fees, or for casual contract \$100. The security bond will be reviewed regularly and adjusted if the practitioner takes additional days during the term of this agreement. The security bond will be lodged in an investment account to be held in the name of “The Practice”. The security bond will be repaid when the agreement is terminated in accordance with clause 9.

7 Practitioner Payments

Payments by clients taken on behalf of the practitioner by the “The Practice” will be electronically transferred to the nominated financial institution account on the first business day (normally Monday) after the close of the week, which is Saturday. The practitioner must provide a tax invoice for the payments due. Any discrepancies between the invoice and amount transferred is to be discussed and adjusted if required.

8 Client Privacy

“The Practice intends to provide a central client personal information file which is to be stored in a central location. The information stored will be used for client bookings, and to alleviate the clients filling out multiple forms for each individual practitioner. The file is to be shared among the practitioners only as required. Practitioners may make non confidential notes on the central file but any confidential work related personal information that is required to be kept by the practitioner can be stored separately, unless the client has previously agreed. At all times the personal information of the client is to be kept in accordance with privacy laws and industry agreements.

9 Termination of the Licence Agreement

Upon expiration of this agreement, The Agreement may be terminated by either party serving the other with 30 days written notice. Unless a 30-day written notice to terminate has been delivered by either party to the other, this Licence Agreement will be automatically renewed on a week to week basis, with any amendments as supplied by “The Practice”.

“The Practice” reserves the right to terminate this Licence Agreement without notice if:

The practitioner commits any serious breach of any provision of this Licence Agreement and fails to comply within reasonable time specified on any written notice given by “The Practice” to *the practitioner* to remedy such breach.

In the reasonably held opinion of “The Practice”, *the practitioner* has committed an act that, if true would adversely affect the reputation or business of “The Practice”. *The Practitioner* is guilty of serious and wilful negligence or serious misconduct, Registration of *the Practitioner* lapses or is cancelled or suspended.

The practitioner agrees to:

Provide at least 30 days written notice of their intention to terminate this Licence Agreement. If *the practitioner* fails to give the requisite period of notice the practitioner shall pay to “The Practice” one month’s room fees in lieu of notice.

On termination of this licence *the practitioner* must remove from “The Practice” any property belonging to them, and leave the premises clean and tidy and in substantially the same condition as it was at the commencement of this Licence.

The practitioner is restrained from operating or being employed at a similar service within a 1.5km radius of the centre for the term of the Agreement and for a period of up to 1 year after termination of the Agreement. The practitioner’s principal place of residence is exempt from this clause.

10 Confidentiality

The Practitioner must keep confidential the terms of this licence and any amendments and all negotiation with “The Practice”, and will not discuss or disclose any of that information without the prior written approval of “*The Practice*”.

11 Liability

The Practitioner shall be liable for and hereby indemnifies “The Practice” from and against any liability whatsoever arising from their rendering or failing to render services of their modality and consultancy services in connection with this Agreement.

This Licence Agreement is to be interpreted within the laws of the State of New South Wales.

Executed by

.....
Owner *The Practitioner*
Date Date

.....
Or Other Owner
Date

Witness Name

Date

Personal Contact details

Practitioner Name

Business Name

ABN..... Drivers Licence

Address

Home Telephone..... Mobile

Email.....

Emergency Contact Number

Registration #..... Provider#

Indemnity Details Expiry

Public Liability Details..... Expiry

Qualifications

Bank Account Name.....

Bank..... BSB

Account#.....

Personal Information

The personal information provided in this agreement will be used only for the conduct of services at Gnostic Healing Sanctuary and will not be provided to any third party except for debt collection agencies if necessary and where at court order demands this information to be provided.

Appendix of Fees and Services

August 2008

“The Practice” standard hours of operation for practitioners

Monday to Friday 0900 am – 5.00 pm

Saturday 0900 am – 5.00 pm [Shop Office Hours 9-5 (Monday – Friday)]

Fees (All Fees are inclusive of GST)

The Licence Agreement fees will be reviewed bi-annually and if necessary be amended to the Licence Agreement with thirty days notice, but otherwise will remain stable for the duration of the agreement, excepting any government taxes or charges that will be passed on if and when they fall due.

Licence Agreement Fee \$55 (once off at agreement signing, non refundable)

Daily Room Fees

Sun Room \$xxx
Star Room \$xxx
Moon Room \$xxx
Earth Room \$xxx

1/2 Day Fees

Sun Room \$xxx
Star Room \$xxx
Moon Room \$xxx
Earth Room \$xxx

Commission Rates (all rooms) xx% of turnover after third daily client

Consignment and Product Sales xx%

Casual Hourly \$xx (this is a week to week contract – no room guarantees)

After Hour Fees (min 1 hour) \$xx per hour

Key Deposit \$xx (refundable)

Personalised Alarm Code Free

Security Company Telephone Number:
to advise if staying beyond 6.30pm

Eftpos Fees xx% per transaction

HICAPS fees as charged by HICAPS and \$xx / month

GHS Gift Certificates xx% per transaction

Corner Gift Certificates Fees as charged @ xx%

Gnostic Healing Sanctuary Bank Account Details

Bank Name: Bendigo Bank Branch: Ettalong

Account Name Gnostic Healing Sanctuary

BSB: xxxxxx Account No: xxxxxx

Agreed

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.....

.....

The Practice
Date

The Practitioner
Date