

## **Room Hire Agreement Terms & Conditions**

### **BETWEEN:**

Ivory Aztec and \_\_\_\_\_

### **DEFINITIONS**

“Hirer”: person responsible for hiring a room or rooms.

**IT IS AGREED** as follows:

#### **1. UNDERSTANDING**

The Room Hire Agreement is for the hire of a consultation room(s) at Ivory Aztec, 119 Tunstall Road, Croydon, CR0 6TZ. This document does not create a partnership agreement. The Hirer does not have the authority to enter into contracts on behalf of Ivory Aztec. It is forbidden to sublet the therapy room or use it for any other purpose other than what has been agreed i.e., counselling/psychotherapy.

The Hirer will not have exclusive use of the premises but will share the use with other practitioners. The Hirer will use the premises only for the purpose of counselling/psychotherapy and will not use the premises for any illegal or immoral purposes and/or do anything which may cause annoyance to other users within Ivory Aztec. Ivory Aztec may terminate this Room Hire Agreement forthwith if the Hirer fails to observe or perform any obligation under this Room Hire Agreement. For all bookings, this Room Hire Agreement must be signed, and agreed by Ivory Aztec, before confirmation will be issued. The hirer is not to use the Ivory Aztec name for any purpose or to use the address for correspondence purposes.

#### **2. ROOMS AT IVORY AZTEC**

Ivory Aztec has two rooms for hire, available between the hours of 10.00am and 9.00pm – Monday, Wednesday, Thursday and 10.00am and 1pm Tuesday and Friday.

##### **2.1 Access and Facilities**

- a. The rooms are suitable for one-to-one sessions only.
- b. Both rooms are on the first floor so unfortunately there is no wheelchair access.
- c. There is a unisex toilet facility located on the first floor. There are no kitchen facilities.
- d. As the rooms are self-service there is no reception or waiting area; it will be your responsibility to meet and greet clients and to organise arrival times of your clients to facilitate this.

#### **3. TERMS AND CONDITIONS FOR ROOM HIRE**

##### **3.1 Professional Regulation**

All Counselling/Psychotherapy practitioners, Coaches applying to practise from Ivory Aztec’s premises must provide documented evidence that:

- a. they hold current and adequate professional indemnity insurance
- b. they are qualified to practice
- c. they are currently under regular professional clinical supervision i.e., to BACP/UKCP standards
- d. they hold current membership of an external regulating body such as BACP and/or UKCP

## 4. CONDUCT

### a. General

The room Hirer is responsible for their own conduct, as well as the conduct of their client(s) at all times. This includes the area outside the front door of the building.

The conduct should be of a professional nature, which is conducive to the nature of the services provided at Ivory Aztec premises, incorporating a high level of respect for all other users of the building.

This includes, but is not exclusive to, the following specific areas:

### b. Noise

In order to preserve the quiet environment for counselling and coaching, Hirers and their clients must speak softly in the areas immediately outside the rooms i.e., entrance, stairs, hallway.

### c. Room Care

Ivory Aztec aims to maintain rooms in a pleasant and comfortable condition. If you break or discover broken furniture, fixtures and fittings, please report it as soon as possible to Ivory Aztec on 07935 130226.

Food and drinks (except water) are not permitted at any time in any of the rooms. Lighting naked flames or candles is not allowed in any room.

Please switch off all lights when leaving the room.

Used throws should be placed in the green bin outside the client toilet.

### d. Room Use

A room booking is for a specific room. You cannot swap rooms or extend your time. Using a room without a booking will result in the occupiers being asked to leave immediately.

Please ensure you leave the room you have booked in good time and in good order. Users must respect the bookings made by others and should time their sessions so that subsequent users have free access at the start of their booked slot. It is not reasonable for bookers to have to ask the previous occupant to vacate the room. Please note there is a 5-minute buffer before the next appointment to facilitate smooth cross over. Where time keeping is not observed, Ivory Aztec may have to withdraw booking rights.

### e. Personal Possessions

You are responsible for your personal possessions and those of your clients. Ivory Aztec does not accept any responsibility for lost equipment or personal possessions for either the Hirer or their clients. You and your clients are advised to keep all personal belongings with them at all times.

### f. Non-Violence

Physical violence is not acceptable on Ivory Aztec premises. Violent and or abusive behaviour will result in those involved being asked to leave immediately and may result in prosecution.

### g. Alcohol and Drugs

Alcohol or illegal drugs may not be consumed on the Ivory Aztec's premises; nor may a Hirer or client enter the premises under the influence of alcohol or illegal drugs.

h. Messages.

Ivory Aztec does not provide a service to take messages for clients or room users. You must contact your client directly, if there is a change in circumstances, or have a plan with each client outlining what they should do if you are late or do not attend a session.

i. No Smoking Policy

In accordance with the law, the entire building is a no smoking area.

## 5. SECURITY

a. TBA

## 6. ROOM BOOKING PROCESS

### 6.1 Prior to Booking

To start using the rooms you will need to email Ivory Aztec [ana@ivoryaztec.org.uk](mailto:ana@ivoryaztec.org.uk) explaining how you will be using the room with the relevant details of your background and experience that justifies your proposed use of the room in accordance with section 3.1 Professional Regulation. Once you have been accepted as a Hirer both parties will sign the Room Hire Agreement; nobody will be permitted to hire rooms at Ivory Aztec until they have signed and returned the Room Hire Agreement accepting these terms and conditions and provided the necessary documentation (see 3.1 above). It is the responsibility of the Hirer to be aware of and to comply with all aspects of this document.

### 6.2 Booking

TBA

- It is your responsibility to make sure that your booking is entered correctly
- If this is a repeat booking there is the facility for to book the meeting as recurring
- Do not book outside of operating hours
- Do not book over other people's bookings
- If you will not be using the room and fail to cancel you will be liable to pay for the full room charge
- Persistent/nuisance booking and cancellation of rooms is not acceptable

Failure to follow these instructions may also lead to permanent termination of the Hirer's use of Ivory Aztec's facilities (see also Section 6.5 Payment).

### 6.3 Operating Hours

<b>Venue Address: 119 Tunstall Road, Croydon, CR0 6TZ</b>		
<b>Day of the Week</b>	<b>Opening Hours</b>	<b>Closing Hours</b>
Monday	10am	9pm
Tuesday	10am	1pm
Wednesday	10am	9pm
Thursday	10am	9pm
Fridays	10am	1pm

### 6.4 Downtime

From time to time, it may be necessary to close the premises for essential maintenance, this will be kept to a minimum and Ivory Aztec will give you as much notice as is possible and not less than 1 week.

## **6.5 Payment**

You will be invoiced at the end of each week; invoices are due for payment on receipt. Please pay by bank transfer with your name as the reference.

## **6.6 Non-Payment**

Non-payment may result in the booking being cancelled and will result in the Hirer being unable to make further room bookings until all outstanding fees are paid. Non-payment beyond 30 days may result in formal recovery action.

## **6.7 Cancellations**

- Cancellations must be made 24 hours in advance, otherwise they will incur the full room charge.

## **7. Room Hire Charges**

- £10.00 per hour

### **7.1 Review to room hire charges**

- Charges will be reviewed towards the end of each year. If charges are liable to a rise, you will be advised 2 months prior to 31<sup>st</sup> December.

## **8. SANCTIONS FOR BREACH OF THIS AGREEMENT**

- Ivory Aztec reserves the right to remove for the remainder of the day any person who does not observe these policies without refund for that day.
- Failure to observe these policies may lead to permanent termination of the Hirer's use of Ivory Aztec's facilities (see also Section 3.2 Payment).

## 9. CIRCUMSTANCES BEYOND OUR CONTROL

Neither of us is liable for any failure or delay in upholding our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 14 days, either of us may terminate or cancel the Room Hire Agreement.

## 10. COVID PROCEDURES

- In the first instance the Hirer must comply with Government Guidelines regarding Covid.
- The Hirer must also comply with Ivory Aztec Covid Guidelines which are posted Ivory Aztec's website <https://www.ivoryaztec.org.uk/ivory-aztec-policies/>
- Failure to observe these policies may lead to permanent termination of the Hirer's use of Ivory Aztec's facilities.

## 11. SIGNATURES

This agreement comprises the entirety of the agreement between Ivory Aztec and the Hirer.

FOR IVORY AZTEC:

\_\_\_\_\_  
*Name*      *Ana Cox*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

119 Tunstall Road  
Croydon  
CR0 6TZ

\_\_\_\_\_  
*Phone*  
*020 8656 7832 - 07935 130226*

\_\_\_\_\_  
*ana@ivoryaztec.org.uk*  
*www.ivoryaztec.org.uk*

FOR THE HIRER:

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Organisation*

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*Address*

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*City and postcode*

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*Phone*

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*Email/website*

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