

# Terms and Conditions of Counselling Office Hire

## CONTENTS

1. Definitions.....	2
2. Hire Contract.....	2
2.1 Counselling Room at A-Storage Ltd.....	2
2.2 Facilities.....	3
2.3 Access.....	3
3. Conduct.....	3
4. Security.....	4
5. Publicity.....	5
6. Room Booking.....	5
6.1 Professional Regulation and Insurance.....	5
6.2 Room Rental.....	5
6.3 Payment.....	6
6.4 Booking Cancellations.....	6
6.5 Room Rates.....	6
6.6 Termination.....	6
6.7 Unforeseen Circumstances.....	6
7. Pets.....	6
8. For Our Protection.....	6
9. Legal.....	7

The following Terms are effective as of 29<sup>th</sup> April 2024 and supersedes any/all previous versions.

This document contains the Terms and Conditions for room hire at A-Storage Limited. By placing the Counselling Room with A-Storage Ltd, you agree to the terms and conditions set out below.

## 1. DEFINITIONS

“We” or “Us” – “A-Storage Limited” – The person/s or organisation taking responsibility for renting room/s on our premises

“You” or “Your” – The Practitioner – the person/hirer who hires a room at A-Storage Limited

“Clients” – The members of public who are fee paying customers of “You” and therefore wholly your responsibility

## 2. HIRE CONTRACT

“You” agree to hire the space and any related equipment and services from A-Storage Limited for your consultation/meeting (‘Booking’) by signing the Hire Form. The Hire Form, together with these General Terms and Conditions, form a contract between “You” and A-Storage Limited for use of our space as specified in the Hire Form (‘Contract’).

This Contract will come into effect on the Effective Date and will continue until either:

- The end of the Hire Period;
- Your Booking is cancelled in accordance with Section 6.4
- A-Storage Limited terminates the Contract in accordance with Section 6.6 of this document.

In case of a conflict between any term(s) in the Hire Form and the Counselling Office Hire Terms and Conditions of these General Terms, the Counselling Office Hire Terms and Conditions shall prevail, and where the parties agree and expressly and specifically state in that Hire Form which alternative terms are to apply to the Contract.

### 2.1 Counselling Room At A-Storage Limited

A-Storage Limited is a business that rents room space only. It does not provide staff nor does it offer any professional services directly to “Clients”.

Practitioners using A-Storage Limited are self-employed and must be responsible for all monetary transactions relating to the Professional Services “You” provide to your “Client”. “We” do not accept payments for Services on your behalf or accept any responsibility for the relationship between “You” and your “Client/s” in any circumstances. Please do not provide any confidential information about your “Client” to “Us”.

It is the responsibility of the practitioner to ensure that the room they book complies with the standards of their profession and the individual needs of their clients

We do not store or dispose of sharps.

## 2.2 Facilities

There is one consulting room available for hire. Please see our website for more information about the room and our opening times. Sub-letting of the room is not permitted. The right to use the room for a specific period does not give you any tenancy or other rights to use the room or any part of the premises. The room is on a first come first served basis and we can accept no responsibility if the room is not available for booking.

## 2.3 Access

There is secure door entry via a key code entry system to the main building, which must be kept locked in the interest of security for all users. We expect confidentiality in all aspects of the space and your assurance that any access codes will not be shared.

There is no lift accessibility but there is a toilet on the ground floor in the reception office and also a toilet upstairs close to the counselling room. The ground floor toilet is only available from 10am to 4pm Monday to Friday.

## 3. CONDUCT

“You” are responsible for your own conduct, as well as the conduct of your client(s) at all times. This is not limited to the facilities inside the building but also includes all outside area and car park. Conduct should be of a professional nature, incorporating a high level of respect for all other users of the building at all times. This includes the behaviour of any children attending “Your” appointment. It is “Your” responsibility to make parents/guardians aware that other businesses are in the building and “We” reserve the right to terminate any appointment if other users of these premises report disturbance or disruption. In this instance we reserve the right not to reimburse “You” for your sessions(s).

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

**Noise:** In order to preserve the quiet environment in which businesses can work, please speak softly in areas immediately outside the counselling room. **Please also use your mobile phone considerately.**

**Room Care:** A-Storage Ltd aims to maintain the room in a clean and comfortable condition. If you break or discover broken furniture, fixtures and fittings, please report it as soon as possible to the reception office. Please leave the room tidy and clear and all receptacles to be washed up and put away by you.

Hot food is not permitted at any time in any counselling or therapy room.

Lighting naked flames or candles is not allowed in any room. Please switch off lights and any electrical equipment when leaving the room.

Room Use: Room booking is a specified session slot. 'You' cannot switch rooms or extend your time. Using a room without booking or overstaying your session slot will result in the occupiers being asked to leave immediately or pay for the unauthorised usage.

Rooms are booked at A-Storage Ltd under the proviso that "You" will only deliver the services for which "You" hold relevant qualifications, valid insurance and which have been agreed with "Us" prior to "Your" booking. No other use of our premises is authorised.

All 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 fair or reasonable for Practitioners to have to ask previous occupants to vacate a room. Where this is not observed, we may withdraw booking rights and cancel any future prepaid sessions without refund.

Personal Possessions: "You" are responsible for your personal possessions. "We" do not accept any responsibility for lost equipment or personal items. "We" strongly advise "You" to keep all personal belongings with "You" at all times.

Non-Violence: Physical violence is not acceptable. Violent or abusive behaviour/language will result in those involved being asked to leave immediately.

Alcohol and Drugs: Alcohol/illegal drugs are strictly prohibited on our premises. Nor may a Practitioner or client enter the premises under the influence of alcohol or illegal drugs.

Messages: We do not provide a message service between "You" and your "Client". It is the sole responsibility of "You" to contact your client directly if there is a change in circumstances. It is your responsibility to notify your clients if "You" are late or not attending for any reason.

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

#### **4. SECURITY**

Once "You" have made and paid for the booking, "You" will be given a door security code by A-Storage reception office which will allow access to the building. The access code will be valid for the day of the booking only.

Your Clients may access the reception office, but are prevented from entering the main building by the security door until your arrival. It is your responsibility to meet/greet and escort your Client both into and out of the building. For the safety/security of all occupants in the building, your Clients must be accompanied by "You" at all times and not left to roam around the building alone. It is not permitted for "Your" Clients to use our kitchen. "We" provide hot/cold drink refreshments on a self-serve basis for "You" and your clients made by You only. Please report any breakages/spillages to our reception office.

Only “You” the Practitioner will be given the security code to the security door entry system. This code will personal to you only and used each time you book the room. The door security code must NOT be given to Clients or anyone else under any circumstances.

It is your responsibility to meet your clients at the entrance door, to make all refreshments and to wash up and put away all cups, glasses etc. The room must be returned to the standard on entry. Any breakages or damage must be reported to us immediately.

The **Wi-fi Network Code/Password** must **NOT** be shared with “Your” Clients. On entering or leaving “You” the Practitioner must never let anyone else into the building unless they are your responsibility (i.e. your client(s)).

If you have reason to suspect unauthorised access of the building, please notify the reception office immediately.

The building is protected with a serviced Fire Alarm and Extinguishers. Please familiarise yourself with our Fire Safety Instructions, Fire Exit and Meeting Point in the event of a fire.

A First Aid Kit is available from both the upstairs kitchen and via the reception office downstairs on the ground floor.

## **5. PUBLICITY**

“We” are pleased to display your business cards in our reception office. However, business cards must be pre-approved by A-Storage Ltd.

## **6. ROOM BOOKING**

By booking a room “You” agree to be bound by these Terms & Conditions:

### **6.1 Professional Regulation and Insurance**

All Practitioners applying to operate from A-Storage Ltd must provide documented evidence of the following:

- Current and adequate professional indemnity insurance and public liability
- Completion of a recognised training in their profession to at least Diploma standard
- Current membership of an appropriate external professional regulating body

“We” require “You” at all times and at your own expense to have in place whatever insurance is reasonable in the circumstances which may include public liability, professional and any other indemnity insurance, to make sure that “We” are fully

protected against any loss, damage or other liability that we incur by providing space to you.

“You” should not see any Clients at the premises without appropriate insurance cover in place. It remains your responsibility to ensure that premiums are paid and all appropriate insurances are properly maintained and valid.

## **6.2 Room Rental**

The booking system operates on a “first come first served” basis. It is therefore your responsibility to plan ahead and book the room and session time/s required. When your booking has been completed, your session slot will not be available to any other Practitioner, avoiding duplication. The session slots are fixed, so the process is consistent and easily automated.

No electrical item may be plugged into sockets without proof of that item being either:

Less than one year old or

PAT tested by an accredited professional.

No mobile phone chargers are to be plugged into the sockets by ‘You’.

## **6.3 Payment**

Payment for room hire is made in advance at point of booking.

## **6.4 Booking Cancellations**

Cancellations must be made at least 24 hours in advance of the date/time when the session slot was booked to qualify for a full refund. Refunds are at the discretion of A-Storage Ltd.

## **6.5 Room Rates**

The room is available for a timed session and at a set rate. Please do not over-run or expect to access your room early.

## **6.6 Termination**

“We” reserve the right to terminate “Your” use of our premises, existing or future bookings, if any of the Terms and Conditions are breached. Any refund of advance payments by “You” will be at the discretion of A-Storage Ltd. “We” cannot be held

responsible for any loss to “You” or your business in the event of Termination in any circumstances

## **6.7 Unforeseen Circumstances**

Should the Consulting Room not be available due to fire, flood or other extenuating/unavoidable circumstances, “We” will refund “You” the full cost of the room for the reserved session(s). “We” cannot accept responsibility for any financial/other loss that may occur between “You” and your client regardless of cause.

## **7 PETS**

No pets are allowed on the premises except Assistance Animals.

## **8 FOR OUR PROTECTION**

We expect you to fully indemnify us against any lost or damage that we suffer because you have been negligent or contravened any of your obligations under these terms and conditions, or if any Client suffers any loss or damages either at the premises or as a result of services provided to them.

This indemnity also extends to any tax or National Insurance contribution in respect of any payment from a Client.

We accept no liability for loss incurred in any situation. This includes loss of earnings, personal belongings damage to you or your clients. The room and parking is strictly on a first come first served basis and neither are guaranteed.

## **9 LEGALS**

Our terms and conditions form the basis of the legal agreement between us and nothing else varies these terms and conditions unless it has been agreed in writing by our Director.

By making a booking with us, you are acknowledging that you understand our Terms and Conditions and the fact that the use of any space will be subject to these Terms and Conditions, as well as the fact that we are not making any assurances as to the suitability of the Premises or their use by you.

We are also relying on specific assurances by you that:-

- All your information including your accreditations are correct and up to date
- No Client has been told of qualifications, experience or accreditations you do not in fact have
- You have all the necessary consent and approvals to provide Services to your Clients and that there is no pending investigation or proceedings that might adversely affect your ability to provide Services to Clients.

The Agreement between us is governed by English Law and any dispute can only be dealt with in the English Courts.

**Acknowledged and accepted by “You” the Practitioner**