

Mandu Mandu Commercial Kitchen Hire Agreement

Kitchen Hire Agreement

Entered into between

1. **Shire of Exmouth Western Australia. (SoE) - ABN 32865 -822043,**

2 Truscott Cres, Exmouth 6707

and

2. Business name and address:

ABN:

Dated / /

This Kitchen Hire Agreement sets out the terms and conditions and understanding between the two parties listed above regarding the usage of the refurbished Mandu Mandu Commercial Kitchen located within the Mandu Mandu Conference Centre, 2 Truscott Cres Exmouth.

The Hire Agreement is effective upon the date of execution shown above and for the duration set out hereunder. The Hirer agrees to the following policies and conditions with respect to use of the Mandu Mandu Commercial Kitchen (the Kitchen).

The Kitchen is a shared-use facility - designed and provided by the Shire of Exmouth for community & commercial usage as well as training in conjunction with TAFE and other accredited training providers. The SoE is a local government entity in Western Australia and has invested in the provision of a full commercial kitchen with an extensive range of modern commercial catering and cooking equipment to enable the provision of enhanced food, catering and training options to the Community. This hire agreement is entered into by the parties in the spirit of cooperation with the express intention of providing benefit to the Exmouth community and visitors to Exmouth.

This Hire agreement sets out the terms and conditions of the duration of operations and usage, rental fees and charges, working and health requirements, cleaning & cleanliness requirements and ongoing expectations and requirements of both parties.

Terms and Conditions

The duration of this agreement shall be for the dates and times agreed by the parties as set out hereunder. The rental charges amount includes basic kitchen rental, utilities and shared equipment (as listed in the attached inventory)*. The Kitchen is a shared-use facility, equipped with commercial stoves, ovens, dishwasher, sinks, basic utensils and limited cooking equipment. The Kitchen is equipped with a commercial grease trap, of which the trade waste



permit is registered to the Shire of Exmouth. All other cooking equipment and utensils apart from items listed in the inventory are to be provided by the hirer for their sole usage during the rental period.

SoE shall ensure that the Kitchen is in a sanitary and orderly state and ensure that all equipment available to the hirer operates to all applicable health, safety and operational standards. It is the Hirer's responsibility to furnish all smallwares needed for their food processes. It is also the Hirer's responsibility to ensure that the kitchen is left in a sanitary and orderly state at the end of each working day and at the conclusion of the rental period. Hirers shall furnish their own food, spices, bowls, utensils, towels, pots and pans etc as necessary and as required for their processes. When processing is completed for the day, all items must be properly washed and sanitized. It is the Hirer's responsibility to ensure any ancillary portable electronic equipment has been tested and tagged prior to use.

The hire of The Kitchen includes:

- Water usage
- Power usage
- Waste disposal
- Gas Usage
- All equipment within kitchen i.e. ovens, cooktops, benches
- Use of fridge for storage during hire period only
- Shared use of the toilets within the Mandu Mandu Centre during the hire period.
- Pest control.

The Hirer shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the renter's use or occupancy of the kitchen to the Visitor Services Manager of the Ningaloo Centre within 1 (one) hour of such occurrence.

The Hirer is solely responsible for supervising all individuals in the kitchen during the whole of the rental time. SoE reserves the right to evict individuals from the facility at any time if their conduct is deemed to be destructive or detrimental in any way. Under no circumstances shall the Hirer allow any other organization or individual to use the kitchen for the period specified within this agreement.

The kitchen must be clean and have rubbish removed at the end of each day's operation. If damages are made to the property or equipment, then SoE reserves the right to charge any repair expenses to the Hirer.

The Hirer agrees to abide by the following rules and agrees that upon violation of said rules that SoE may have the option to immediately terminate the rental and demand that the

tenant vacate the premises and pay additional fees based on assessment at the sole discretion of SoE.

1. No furniture or equipment shall be removed from the premises unless it has been rented.
2. The Hirer shall not admit a larger number of individuals that can lawfully, safely and freely move about the kitchen work area.
3. Smoking is not permitted in the kitchen or surrounds at any time
4. Drugs and alcohol are not permitted in the facility – except for specific functions and with the prior **written** approval of the CEO of SoE.
5. Animals are not permitted in the facility.
6. All rubbish, packaging material, boxes in and about the Kitchen must be removed daily and placed in receptacles provided located out-side the building.
7. Rental time begins at the scheduled start time/date and ends at the scheduled stop time/date. All set up and clean up must be completed within this timeframe. All catering equipment and foodstuff shall be vacated from the rental space by the scheduled end time.
8. It is expected that the Hirer will provide all necessary foodstuffs for their own requirements for the duration of the rental. Any foodstuffs left in The Kitchen after the hire period (refrigerated or not) will be disposed of, unless storage arrangements have been made in advance with SoE.
9. All electrical equipment is to be tested and tagged prior to usage within the kitchen.

Food Safety

Due to the nature of the activities within the Kitchen, the Hirer is to provide the following details to the Shire of Exmouth Health Services prior to use:

- Evidence of food handler training for all staff participating in the operations of the Kitchen.
- Examples and copies of the labels of pre-packaged foods
- Food safety management system based on HACCP Principles, capturing documented standard operating processes, procedures and policies in place to ensure food safety.

Templates of records to be kept including temperature monitoring of appliances, cook/cooling times, goods inwards, temperature probe calibration check and cleaning. Any other records identified to be maintained in the above HACCP process.

Basic Safety Rules:

1. No children under the age of 16 or untrained individuals are allowed in kitchen while preparation is taking place.
2. No one under the age of 18 may use equipment unless suitably trained and under supervision.
3. All activities to comply with the Food Act 2008 and Regulations 2009 at all times.



4. All users to ensure clothing suitable for food handling including but not limited to closed in shoes in accordance to the users Occupational Health and Safety processes and food safety.

Cleanliness Policy.

According to the strict Health and Safety guidelines governed by the Shire of Exmouth The Kitchen must be left free of food remnants, contaminants, and any signs of use after each hire session. Failure to comply with SoE Kitchen Hire cleanliness standards may result in the refusal to hire out The Kitchen in the future as this can cause a negative flow on effect to subsequent hirer's experience with SoE.

Set Up arrangements

Permission may be given by SoE for suppliers and employees of the Hirer to deliver equipment and produce to The Kitchen up to 48 hours prior to your rental period. This is a gesture of good faith to allow sufficient time to set up operations. Please note that this request may be refused in instances where the kitchen is already hired to another party, or the facility is at full capacity.

Insurance requirements

The SoE accepts no responsibility for the security of any equipment or supplies for use at The Kitchen. Any and all security or storage arrangements of personal items, product, equipment and utensils shall be the sole responsibility. The SoE has Public Liability Insurance for all its buildings only. Council will require at least \$20 million insurance if trading at a public event within the Shire of Exmouth.

The Hirer will need to provide all necessary insurance for operation of a food premises including, (but not limited to) Workers Compensation, Product Liability, Theft and Burglary, Business Interruption etc.

Indemnity of SoE.

The SoE shall not be liable for any damage to either person or property sustained by the owners or staff of the Hirer or any third party arising in any way out of the use, operation, or occupancy of The Kitchen. The Hirer covenants and agrees to indemnify and hold harmless the SoE employees and Councillors of SoE from any and all losses, claims, costs, expenses, actions, damages and liabilities arising from or in any way connected with the use or occupancy of the Kitchen including without limitation: damages or injuries to persons (including death) or property in, upon, or about the Kitchen, any portions thereof, or resulting from the sale,



distribution, consumption and other use of any service provided or product manufactured at The Kitchen .

Security

A sole use, specific entry fob and user specific security code for the Mandu Mandu Centre alarm system will be provided for the duration of the rental period. The alarm code and user specific alarm code is for the sole use and not to be given to any other user or individual during the term of the rental. The Kitchen security will be the responsibility of the Hirer and at the conclusion of each day's work, the Hirer is to maintain the Kitchen security. Prior discussion with the Manager of Visitor Services will identify any building hirers of Mandu Mandu Centre that may have access after-hours for meetings or events.

MC will need to be aware that the Mandu Mandu centre (excluding The Kitchen) may be used for Council meetings, Shire meetings, Library film days and other Shire functions and events and that the Mandu Mandu Conference Centre may be hired out to community groups and other government and non-government organisations during the rental period. Note that some of these events may require access to the Kitchen for tea and coffee making facilities as well as provision and storage of light refreshments/meals whilst the kitchen is in use during the hire period.

The Kitchen Hire Fees and Charges

- \$25 per hour ex gst - minimum 2 hours.
- Daily Hire (8 hours) \$180 ex gst
- Weekly hire - over a 5-day period \$850 ex gst. or \$1100 ex gst. (over a 7-day period)
- Monthly hire – by negotiation

Utilities

SoE provides usage of utilities - water, power, gas, and toilets as part of this hire Agreement. Should it be deemed that unnecessary or excessive usage of these utilities occurs, then SOE reserves the right to on-charge any deemed excessive costs to the Hirer.

Refunds and Cancellation

SoE does not offer refunds except in exceptional circumstances. If the Hirer cannot attend The Kitchen hire booking for the duration of the booking period, the Hirer may have the option to reschedule to another date (if available) if at least 3 days' notice is given. If less than 3 days' notice is given, rescheduling will require full payment for the new booking date.

Please note that all bookings are subject to availability and SoE reserves the right to cancel a booking should the kitchen be unusable for any OHS reason or due to any potential emergency, natural event or situation beyond the control of SoE.



Termination of Agreement

SoE reserves the right to terminate this agreement, without refund, ceasing all operations immediately, if there is deemed to be any breach of the Terms and Conditions, Cleaning Standards, late/non-payment of invoice, or anything that the Lessor sees as a breach at their sole discretion.

This Hire Agreement records the entire agreement between the parties and supersedes all previous negotiations, understandings, representations and agreements in relation to the subject matter of this agreement.

This Memorandum of Understanding is governed by the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

Authorised representatives of the Hirer have read and understood this Memorandum of Understanding and fully agree to abide by all the terms and conditions herein.



Contact Information

Shire of Exmouth

Representative	Manager Visitor Services
Address	2 Truscott Cres Exmouth 6707
Telephone	08 9949 3000
E-mail	events@exmouth.wa.gov.au

SIGNED for and on behalf of: (the Hirer)

Date: / /

By:

Hirer name:

Partner representative:

Position:

Address:

Telephone:

E-mail: