

222 Commercial Kitchen Terms and Conditions

LICENSED AREA

The Licensor (**Albany Enterprise Group Inc**) grants to the organisation described in the Commercial Kitchen Booking Form (the Hirer), subject to the right of termination, a licence to use the area identified as Commercial Kitchen (the Kitchen) at the Albany Business Centre, Albany (the Premises) and surrounding area (the Area) for the use as approved by the Licensor.

USE AND MAINTENANCE OF AREA

The Hirer will:

- a) Keep the Kitchen and Area clean and tidy during use.
- b) Upon entry report any unsatisfactory condition to administration.
- c) When finished, leave the Kitchen and any other spaces used clean, tidy and ready for the next occupant to use.
- d) Not impede or interfere with the Licensor's rights of possession and control over the Area and the Kitchen. At all times be mindful and considerate of others using the Premises.
- e) Not do or permit to be done in the Area or Kitchen anything which in the opinion of the Licensor may be detrimental to the efficient and harmonious operation of the Premises or its reputation.
- f) Let the Licensor know about any faults or damage to equipment. If the Kitchen or any equipment in the Kitchen is not in the expected condition, the Hirer should take photographs to support any claim made.
- g) *Any charges involved if cleaning to our standard is required, or repairs needed to be made, will be passed on to the Hirer. Charges will be recovered directly from the Hirer's credit card as per the details completed and signed on the Commercial Kitchen Booking Form.*

INSURANCE

The Hirer must:

Not do or permit to be done anything which may void the Licensor's Policy of Insurance on the Premises, or increase the premium payable thereon, and at his own expense, comply with all recommendations of the Licensor's Insurers.

The Hirer must hold insurance:

- a) Public Liability with a minimum indemnity of \$5,000,000 the policy endorsed to indemnify the Albany Business Centre. A Copy of the policy or cover note is to be provided to the Centre Manager or the nominated insurance consultant.
- c) Evidence of insurance must be produced before use of the Kitchen or any of the shared spaces within the Centre and on an annual basis thereafter.

ALTERATIONS

The Hirer must:

- a) Not alter the Area or any fixture or fitting in it and not carry out any electrical work in any part of the Premises without written permission of the Licensor.
- b) Comply with all Federal/State/Local laws and regulations (But particularly those relating to food, health and food businesses), any written regulations made by the Licensor in relation to the Kitchen, Area or the Hirer's activities in it.

LICENSOR'S OBLIGATIONS

The Licensor shall:

- a) Give the Hirer access to the Area from the parking lot and through the Premises at all times.
- b) Not impede potential customers from access to the Area except where it may breach commercial-in-confidence, safety or security arrangements.

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GENERAL CONDITIONS OF LICENCE

IT IS HEREBY AGREED AS FOLLOWS:

- a) The Licensor is not responsible for any loss or damage to the Hirer's supplies, goods or equipment or merchandise howsoever caused.
- b) The hire created by this agreement is personal to the Hirer and may not be assigned, sublicensed or otherwise deal with any rights or obligations under this hire.
- c) The Hirer does not have exclusive possession of the Area. Accordingly, this hire is not to be construed as a tenancy.
- d) The Hirer is informed and acknowledges that a security camera is present in the Kitchen and may be running at all times the Kitchen is in use. The footage will not be used other than to review any incidences that may occur, have been alleged to occur or as part of an investigation into criminal activity (e.g. a break-in to the area, or otherwise advised/alleged unlawful activity).
- e) The terms of this agreement are the full terms agreed between the parties and the Hirer has not been induced to enter into this agreement by any representation or warranty (written or oral) made by or on behalf of the Licensor.
- f) The Hirer acknowledges to have read and understand the conditions given.

WHAT DO I NEED TO BRING?

You have full use of all the equipment owned by Licensor AEG as listed in the folder in the Kitchen and at the office. You should bring all your own utensils, pots, containers, vessels, items and ingredients to undertake and complete your tasks, knowing they are not broken and fit for your purpose. You should also bring your own tea towels and paper towels to avoid cross contamination. We will meet with you on your first day to run you through the Kitchen including how to operate all the equipment.

It is your responsibility to ensure you have the correct permits. We recommend that you contact your local council's Health Services department to confirm your requirements as you may incur penalties for failure to comply with the Food Act or Food Regulations.

The process to access and use Kitchen is:

- a) Contact us to confirm availability for your required schedule.
- b) Arrange an inspection to ensure the Kitchen and the Area meet your requirement.
- c) Acknowledge that an application does not guarantee the booking or use of the Kitchen.
- d) Request and complete a Commercial Kitchen Booking Form including reading and agreeing to the latest documentation content as provided to you by us on that date (online, advertising or pamphlet material you have accessed may not be current)

Once you have completed your application, we require you to attend the office in person, to pay in advance for your booking, using a credit card (Visa or MasterCard only) and complete the booking sheet with correct details so we can send receipt/tax invoice for your records. If cash/cheque request is made for payment a BOND may also need to be paid before a booking is approved.

To use our facility, you need to apply for a temporary or fixed premise food registration. Private use such as food testing or recipe building are generally not required to apply, but completing a Food Safety Training course as provided by the City of Albany online is recommended. It is best to contact your local council health services officer to determine the correct process for you.

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SUCCESS OR FAILURE OF Hirer’s Business

The Hirer specifically recognises and acknowledges that the business venture to be undertaken by the Hirer depends upon the ability of the Hirer as an independent business person, as well as other factors such as market and economic conditions beyond the control of the Licensor. The Hirer acknowledges that success or failure of the Hirer's business enterprise will be dependent on the business acumen and diligence of the Hirer and agrees that success or failure of the Hirer's business will not depend on the Licensor's performance. The Licensor makes no representations or warranties as to the success of the Hirer's business.

The parties have signed this agreement as a deed on the date first mentioned.

SIGNED BY

DATE

WITNESSED BY

DATE

APPROVED BY AEG REPRESENTATIVE

DATE

Any notes or items specific to this Hire to be noted: