



ACT
Government
Community Services

Theo Notaras Multicultural Centre

HIRE CONDITIONS AND AGREEMENT

Kitchen

(JULY 2017)



Contents

REGISTRATION AS A FOOD BUSINESS	3
Exemptions from Registration.....	3
Exemptions from the <i>Food Act 2001</i>	3
BOOKING	4
Hirer Responsibilities.....	4
Period of Hire	5
BOOKING THE KITCHEN	5
CONFIRMATION OF YOUR BOOKING	5
Kitchen Hiring Rates	6
Cleaning Deposit.....	6
Payment Options.....	6
Waver or Reduction of Hire Fees	6
CANCELLATION AND CHANGES BY THE HIRER.....	7
CANCELLATION OF BOOKING BY CENTRE MANAGEMENT	7
ADDITIONAL MATTERS	8
Damages	8
Centre Opening and Closing Hours	8
Access	8
Parking.....	8
Transport.....	8
Smoking	8
Security.....	9
Public Liability.....	9
Noise.....	9
EMERGENCIES	9
HIRER RESPONSIBILITIES	9
Food and Items Left by Hirer.....	10
CENTRE MANAGEMENT RESPONSIBILITIES	10
CLEANING UP	11
Rubbish Removal.....	11



Welcome to the Theo Notaras Multicultural Centre. Hirers of the kitchen are required to enter into an agreement with Centre Management, Theo Notaras Multicultural Centre.

This *Kitchen Hire Conditions and Agreement* will be reviewed twelve months from implementation or when any equipment located in the kitchen is removed or replaced.

Hirers are bound by the following conditions and should read them carefully before initialling each page and signing the *Kitchen Hire Conditions and Agreement*.

The *Kitchen Hire Conditions and Agreement* must be signed and provided to the Centre Management, Level 2, Theo Notaras Multicultural Centre no later seven (7) calendar days after the initial request for booking has been received by Centre Management, Theo Notaras Centre.

REGISTRATION AS A FOOD BUSINESS

Certain food businesses must comply with the *Food Act 2001* (ACT), the Food Regulation 2002 and the Australia New Zealand Food Standards Code when preparing food intended for sale.

All persons using the kitchen must be aware of their food safety and hygiene responsibilities.

If a person uses the kitchen to conduct a food business (i.e. prepare food for sale), they are required by the *Food Act 2001* to have one of the following:

- a current food business registration certificate from the Health Protection Service;
- an exemption from registration: or
- an exemption from the *Food Act 2001*.

Any food business that is required to register must also appoint a trained food safety supervisor.

Exemptions from Registration

An exemption from registration applies to a food business that handles or sells food no more than 5 times a year, where each time is no longer than 3 days and where the food handled or sold is either:

- non-potentially hazardous unpackaged food (e.g. plain scones, whole fruit); or
- food sold straight after thorough cooking, for immediate consumption (e.g. a BBQ stall).

Businesses that are exempt from registration must still comply with the *Food Act 2001* and the Food Regulation 2002 and meet the food safety and hygiene requirements of the Australia New Zealand Food Standards Code when preparing food intended for sale.

Exemptions from the *Food Act 2001*

A food business conducted by volunteers for a community organisation to raise funds for one or more of the following purposes is exempt from the *Food Act 2001*:

- a religious, educational, charitable or benevolent purpose;
- promoting or encouraging literature, science or the arts;
- looking after, or giving attention to, people who need care because of a physical or mental disability or condition;
- sport, recreation or amusement;



ACT
Government

Community Services

- conserving resources or protecting the natural environment from harm;
- preserving historical or cultural heritage;
- a political purpose; and/or
- protecting or promoting the common interests of the community generally or a particular section of the community.

Organisations exempt from the *Food Act 2001* still have a responsibility to ensure the food they sell is safe. Organisations that sell unsafe food may be responsible for serious illness. ACT Health has a range of resources available online on the [ACT Health website](http://www.health.act.gov.au/foodsafety) at www.health.act.gov.au/foodsafety to assist organisations in providing safe food to the community. Organisations are also strongly encouraged to have members involved in food handling complete free online I'M ALERT food safety training. The training can be accessed on the [I'm Alert website](http://www.imalert.com.au) at www.imalert.com.au or through the ACT Health website listed above.

Food to be sold at declared events

The above exemptions do not apply to declared events. All organisations operating at a declared event must register with ACT Health and appoint a trained food safety supervisor. More information is available on the [ACT Health website](http://www.health.act.gov.au/foodsafety) at www.health.act.gov.au/foodsafety or by calling the Health Protection Service on 6205 1700.

A declared event is one that the Minister for Health has declared to be regulated under the *Food Act 2001*. Declarations apply to large public events that pose a higher public health risk (e.g. the National Multicultural Festival). Smaller events such as fundraising barbecues and school fetes are not declared events. Event declarations are published on the ACT Legislation Register on the [Legislation Register website](http://www.legislation.act.gov.au) at www.legislation.act.gov.au

BOOKING

Hirer Responsibilities

Persons wishing to hire the kitchen must be over 18 years of age. Proof of identity must be provided. Children under the age of 18 years and pets (including companion animals and guide dogs) are not permitted in the kitchen.

The hirer will be the person responsible for actively supervising the use of the kitchen and will be responsible for cleaning the kitchen following the event and any damage done to the kitchen during their period of hire.

The hire of the kitchen must not be assigned or transferred to any other person, persons, business or organisation/agency without prior written permission being received from Centre Management. Hirers must ensure that the Hire Agreement and any specific arrangements or instructions are complied with at all times.

Government, businesses and not for profit organisations who hire the kitchen must do so only for the stated purpose which must be lawful and conducted in a manner that does not disrupt or inconvenience other users of the Theo Notaras Multicultural Centre.



Period of Hire

The period of hire shall commence and conclude at the agreed times nominated on booking. The hired facility is to be cleaned prior to the conclusion of the booking period and vacated promptly.

All premises in the Theo Notaras Multicultural Centre are monitored by CCTV cameras. Any extra time used which is not booked in advance may incur a penalty which can include additional costs or a period of hiring suspension as determined by the Director, Community Participation Group.

BOOKING THE KITCHEN

Bookings can be made by contacting Centre Management, Theo Notaras Multicultural Centre on (02) 6205 3142 or via email: multiculturalcentre@act.gov.au

Priority is given to tenants of the Theo Notaras Multicultural Centre and not for profit community organisations.

A booking for hire must be in writing on the official Booking Form. **The completed and signed booking form must be returned to Centre Management, Theo Notaras Centre, and the hire fee paid within seven (7) calendar days after the initial request for booking.** If the booking form and/or hire fee are not received by the required date, the booking will be deemed to have been cancelled and Centre Management, Theo Notaras Multicultural Centre. Centre Management will not be liable for any loss sustained by the hirer.

ACT Government agencies and private businesses cannot book any more than 10% of available time in any calendar month.

All hirers must participate in a kitchen induction prior to the commencement of the booking day/time. All hirers must participate in a post-hire inspection.

If a potential hirer is unwilling or unable to attend an induction or post-hire inspection, the booking will not be confirmed or the hirer may be subject to a period of hire suspension, as determined by the Director, Community Participation Group.

CONFIRMATION OF YOUR BOOKING

On receipt of the signed Conditions and Agreement and completed booking form for an event that is an approved use of the requested facility and proof of payment of the booking fee (if required), a booking will be made if the requested period is available/approved and the venue applied for will be fit for use during the hire period.

The signed Conditions and Agreement, signed booking form and total cost of hire is required seven (7) calendar days after the initial request for booking.

A booking confirmation number will be provided on completion of the booking.

NOTE: Hirers are not permitted to use any electrical or battery operated cooking/heating equipment in the kitchen unless that equipment is provided by Centre Management, Theo Notaras Multicultural Centre.

If a hirer brings any electrical or battery operated cooking/heating equipment into the kitchen, the hirer may be subject to a period of hiring suspension, as determined by the Director, Community Participation Group. The hirer will also be responsible for any damage to the kitchen



and/or supplied equipment as a result of bringing personal electrical or battery operated cooking/heating equipment into the kitchen.

Kitchen Hiring Rates

Not-For-Profit Community Organisations rate: \$50.00 per hour 2xhrs standard, extra hours can be negotiated

Business rate: \$100.00 per hour 2xhrs standard, extra hours can be negotiated

Government rate: \$100.00 per hour 2xhrs standard, extra hours can be negotiated

All hiring rates are inclusive of GST.

Centre Management, Theo Notaras Multicultural Centre reserves the right to cancel bookings at any time. In such cases all monies will be repaid and Centre Management will not be liable to compensate the hirer or any other entity for any losses which may be suffered or for any costs associated with relocating the event.

Please note hiring rates and charges are subject to change, generally from 1 January each year.

Cleaning Deposit

The Centre Management, Theo Notaras Centre may require a cleaning deposit of \$200 when a booking is confirmed. Such a deposit will be refundable if the kitchen and areas surrounding the kitchen are left clean and tidy.

If the hirer does not clean the kitchen and areas surrounding the kitchen to a standard acceptable by Centre Management, Centre Management will retain the cleaning deposit and hire professional cleaners to return the kitchen to an acceptable standard.

If cleaning costs exceed the \$200 cleaning deposit, the hirer will be required to pay the additional costs. **If the hirer is unwilling or unable to pay the additional cleaning cost, the hirer may be subject to a period of hiring suspension, as determined by the Director, Community Participation Group.**

Payment Options

Payments must be made by electronic funds transfer (EFT) to an ACT Government account. Payment methods are outlined on the booking form. **The total cost of hire is required seven (7) calendar days after the initial request for booking has been received by Centre Management, Theo Notaras Centre.** For ongoing hirers, please discuss payments arrangements with Centre Management, Theo Notaras Multicultural Centre by telephoning (02) 6205 3142 between 8.30am and 5.00pm, Monday to Friday.

Waiver or Reduction of Hire Fees

A waiver or reduction of hire fees must be approved by the Director, Community Participation Group.

Not-For-Profit Community Organisations seeking a reduction in the hire fee must provide a copy of their Australian Taxation Office certificate supporting their Not-For-Profit status.



The Director will consider the following when making a decision to waive or reduce a fee:

- whether the hirer is part of an ACT Government Advisory Council or undertaking work in line with an ACT Government/Commonwealth prevention strategy or Framework;
- whether the hirer is part of a community experiencing financial hardship. A community experiencing financial hardship must provide written evidence of their financial hardship or documentation that their community falls under the criteria below:
 - ❖ A new and emerging community facing financial hardship; and/or
 - ❖ A community that is holding a fund-raising activity for welfare relief activities; and/or
 - ❖ A community facing financial hardship and are staging a fundraising activity to increase their financial capacity; and/or
 - ❖ Aboriginal and Torres Strait Islander Communities holding community functions.

A reduction or waive in hire fees will not be considered if the hirer does not fall into the criteria outlined above.

CANCELLATION AND CHANGES BY THE HIRER

All cancellations or alterations must be in writing. Centre Management, Theo Notaras Multicultural Centre, must be notified of the cancellation or alteration no later than seven (7) calendar days before the hire date. Where a booking fee has been paid, cancellation will incur the following charges:

- Fourteen (14) calendar days or more notice - \$20 administration fee
- Less than fourteen (14) calendar days notice – 50% of the hire fee
- Less than seven (7) calendar days notice – 100% of the hire fee.

Where a booking fee has been waived, cancellations or alterations to the booking must occur no later than fourteen (14) calendar days before the hire date. If cancellation or alteration occurs less than fourteen (14) calendar days before the hire date an administration fee of \$20 may be charged.

Cancellations made on or after the date of the scheduled booking will incur charges for the full amount of fees due for that booking.

Where Centre Management, Theo Notaras Multicultural Centre incurs a loss or additional expenses due to a hirer cancelling or changing a booking, the hirer may be required to pay the expenses incurred. The Director, Community Participation Group, will determine whether the hirer will be financially responsible for the unforeseen expenses.

CANCELLATION OF BOOKING BY CENTRE MANAGEMENT

Centre Management, Theo Notaras Multicultural Centre reserves the right to cancel or refuse bookings at any time. In such cases all monies will be repaid and Centre Management will not be liable to compensate the hirer or any other entity for any losses which may be suffered or for any costs associated with relocating the event.

Note: The refund process takes approximately thirty (30) working days. No cash refunds are available.



ADDITIONAL MATTERS

Damages

The hirer needs to inspect the premises on arrival and immediately report any damage to Centre Management. Where out of hours or the damage is the result of a break-in, a message can be left on (02) 6205 3142.

By agreeing to hire the kitchen the hirer has agreed that any damaged incurred or loss of property will be the responsibility of the hirer. The kitchen will be inspected after use and additional charges may be imposed if the hirer has not adhered to the hire agreement.

Centre Opening and Closing Hours

The Theo Notaras Multicultural Centre is open between the hours of 8.00am and 10.00pm.

The Theo Notaras Multicultural Centre is closed during ACT Government shutdown periods, for example, from 5.00pm, 24 December to the first ACT Government business day in the New Year and during the Easter break.

The kitchen is closed during late December and early January each year as well as during the Easter break. The kitchen's closing date is determined in January each year and will be provided to hirers on request.

The kitchen is to be cleaned and closed by 10.00pm every night.

Access

On weekdays, the Centre is open during normal business hours, 8:00am to 10.00pm. If the hirer has booked the kitchen after hours, or needs outside hours access for set-up, the hirer will need to make arrangements with Centre Management, Theo Notaras Multicultural Centre by telephoning (02) 6205 3142 between 8.30am and 5.00pm, Monday to Friday.

Parking

Paid parking and parking for people with disability is available at both sides of the Theo Notaras Multicultural Centre along London Circuit.

Transport

The Theo Notaras Multicultural Centre is located close to the Civic bus interchange.

A taxi rank is located across the road from the Theo Notaras Multicultural Centre on London Circuit.

Smoking

Smoking is not permitted within 15 metres of the Theo Notaras Multicultural Centre or anywhere in the Centre itself.



Security

Hirers using the kitchen after hours are responsible for the locking the kitchen door following completion of the event.

Public Liability

It is the responsibility of the hirer to obtain public liability insurance. If the hirer is holding a public event, the hirer will be required to provide evidence of public liability insurance to a value of \$20 million. Hirers will indemnify the Centre Management, Theo Notaras Multicultural Centre of personal property damage or for any injury caused by the hirer's negligence. The Theo Notaras Multicultural Centre, Centre Management shall not be held responsible for any personal property placed in or left in the Kitchen or the Theo Notaras Multicultural Centre.

Noise

Please be aware that the kitchen is close to government and community offices and due consideration must be given to nearby tenants. Excessive noise may incur a period of hiring suspension, as determined by the Director, Community Participation Group.

The Theo Notaras Multicultural Centre must be vacated no later than 10.30pm.

EMERGENCIES

For emergencies, such as fire, police or medical assistance, call 000 and provide the following details:-

**Theo Notaras Multicultural Centre
Level 2
North Building, 180 London Circuit**

HIRER RESPONSIBILITIES

Hirers who fail to implement their responsibilities may incur additional costs or a period of hiring suspension. The length of potential suspensions will be determined by the Director, Community Participation Group.

Hirers must:

- Obey and follow all audible emergency alarms and written instructions provided in emergency response diagrams located in the Function Room, West Wing Meeting Room, Gallery and kitchen;
- Not tamper with any device or system designed for use in an emergency such as fire extinguishers;
- participate in a kitchen induction prior to the date of the kitchen hire;
- be over 18 years of age;
- not permit children under the age of 18 years and pets (including companion animals and guide dogs) to be in the kitchen at any time;



ACT

Government

Community Services

- accept full responsibility for the behaviour, actions and consequences of such behaviour and actions of all persons involved in the use of the kitchen during the hirer's booking period;
- not use the Kitchen equipment in a manner other than the standard configuration;
- ensure all people preparing food are aware of their food handling and food hygiene responsibilities as provided in the *Australia New Zealand Food Standards Code*;
- not permit smoking, the consumption of alcohol or use of illicit substances in the kitchen;
- ensure all rubbish is removed and the kitchen is returned to its previous clean state at the end of the kitchen's use;
- supply their own pots, pans, crockery, cutlery and other utensils required for food preparation and service;
- provide a probe thermostat to maintain appropriate food temperatures;
- provide their own cooking oil and remove and appropriately dispose of the cooking oil at the end of the hire period (cooking oil is not to be tipped down the drains in the kitchen or any drains located in or around the Theo Notaras Multicultural Centre);
- ensure all electrical appliances provided by hirer to be used on site meets Australian Standards;
- only use cooking equipment under the exhaust fans (exhaust fans must be turned on at all times while cooking);
- vacate the kitchen promptly and lock the kitchen at the end of the hire period; and
- participate in a post hire inspection of the kitchen.

Food and Items Left by Hirer

Centre Management, Theo Notaras Centre, will dispose of all food stuff left in the kitchen at the end of the hire period.

Hirers have 24 hours to collect any cooking equipment/utensils or other personal items left in the kitchen at the end of the hire period. After 24 hours, Centre Management, Theo Notaras Centre, will dispose of any cooking equipment/utensils or other personal items left behind.

CENTRE MANAGEMENT RESPONSIBILITIES

Centre Management will ensure the kitchen is adequately stocked with:

- dishcloths;
- food handling gloves;
- dishwashing gloves;
- disposable hand towels;
- blue bandaid strips;
- broom;
- dustpan and broom;
- mop with disposable cleaning pads;
- cleaning products; and
- bins and bin liners.

Centre Management will also ensure:

- all fixed cooking equipment and safety equipment is in good working order;
- the safe use of all fixed cooking equipment and safety equipment is explained to the hirer;
- all electric equipment provided with the kitchen is tagged and tested; and



- the entire kitchen is professionally cleaned every 6 months, including the cleaning of the exhaust fans.

CLEANING UP

As registered food businesses may use the kitchen to prepare food for sale, Centre Management requires that all kitchen users clean the kitchen to a standard that complies with the *Food Act 2001* and the Australia New Zealand Food Standards Code. The below information will assist you to achieve this standard but is not comprehensive. For information of food premises cleaning requirements, contact the Health Protection Service on 6205 1700 or email hps@act.gov.au

Please leave the kitchen as you would like to find it. A clean premises and clean equipment reduces the likelihood that food may become contaminated. Clean premises discourage pests such as cockroaches, rats and mice.

All kitchen equipment and surfaces need to be left free of dirt, grease, dust, and food waste.

Hirers are responsible for cleaning the kitchen before they leave. Where the kitchen is not appropriately cleaned a fee for standard cleaning of will be applied. The hirer may also subject to a period of hiring suspension, as determined by the Director, Community Participation Group.

The hirer must:

- Wash all washable equipment;
- Clean all interior and exterior surfaces such as, fryer, pizza oven and ovens;
- Clean and/or sanitise all benches;
- Remove all cooking oil and dispose of oil appropriately;
- Remove all rubbish;
- Remove all food, drinks and beverages;
- Check that all cupboard doors are shut;
- Check that cooking appliances, exhaust fans and all lights are off;
- Clean the hand washing and dish washing sinks;
- Sweep and wash the floor, including the toilet;
- Check that heater/air-conditioning is turned off;
- Check all fixed equipment is turned off such as the gas cook top, and
- Lock the kitchen door on finalisation of the event.

Rubbish Removal

All kitchen waste must be removed.

I have read and understood the *Kitchen Hire Conditions and Agreement*.

Hirer name: Signature:

Date: