# <u>Introduction</u>

This handbook provides rental policies and information for using our kitchens. Clients are expected to adhere to the policies within. Failure to do so may mean loss of some or the entire rental bond.

This Rental Policy will be frequently reviewed to adapt with actual day to day business operations.

We will communicate to you any changes that have been made and provide you with best practice procedures if required.

# 1.0 Requirements prior to Kitchen Use

Prior to using the kitchens, you must:

- 1) Check availability with us:
- 2) Complete a 'Rental Application' form; and
- 3) Pay the deposit bond.

Please contact us to ensure there is availability and obtain our permission before registering with any authority. We may reject your rental application if you register before contacting us.

A Rental Application form can be completed online at www.cookingspace.com.au/application.html. Follow the link titled 'Rental Application' on the navigation panel. You must agree to our rental terms and conditions when you submit the form.

It is recommended that all operators confirm if they are required to register their food business with Council. Failure to have the right permits may result in heavy fines by Council. Once registration is complete, please provide a copy of a valid 'Certificate of Registration (Food Act 1984)'.

All businesses that want to use our facility as their registered food premise will require our pre-approval. A completed rental application and deposit are required to be paid before acceptance is granted and will attract minimum monthly hire conditions (see section 2.0).

If you are unsure as to what regulatory requirements your business needs to operate or questions regarding the list above, please contact us and we can assist you.

# 2.0 Registration of your food business

Cooking Space falls under various councils depending on the location of the kitchen. See below:

Plummer Street, Port Melbourne – City of Port Phillip Boundary Rd, North Melbourne – City of Melbourne Sunshine Rd, West Footscray – City of Maribyrnong Lens St, Coburg - City of Moreland

Council requires that all businesses that handle, prepare, package, store, serve, supply and repackage food must be registered. All our facilities are registered as a Class 2 Food Premise.

All registrations at Cooking Space are generally Fixed Premise registrations. We do not allow the use of our kitchen for Streatrader registrations, except for certain circumstances. The type of registration you require will depend on how regularly you use the kitchen and if you require on site storage. The following table summarises which type of registration you may require.

	Regular user	Once-off/irregular user
I require on site storage	Fixed Premise	Fixed Premise
I do not require on site storage	Fixed Premise	Temporary /Streatrader Premise

If you intend to use the kitchen regularly, you will require a Fixed Premise registration. Once-off and irregular bookings are permissible under a Temporary Registration managed by the Streatrader online registration tool. In any instance, if you require on site storage you will be required to obtain a Fixed Premise registration. Whilst you can book our kitchen under your own Streatrader registration, we do not allow the use of our facility to apply for a Streatrader registration.

Streatrader is a single statewide registration/notification scheme and enables you to apply for a Temporary Premises registration with one online tool. If you have your own Streatrader registration and you wish to use our facility, please lodge a statement of trade only for the dates that you are using the kitchen at least five (5) working days before the date of your confirmed booking.

If you wish to use our kitchen address for a set period, then you can apply for a fixed premise registration which is valid for 12 months and cancel the registration when you no longer require it. Please note, there are minimum monthly invoice obligations for

businesses that register our kitchen as their fixed premises (see 2.1).

The payment of deposit and rent will need to be completed for us to confirm your booking and subsequently your registration.

Please send us a copy of your registration when you receive it.

NOTE If you no longer need to use the kitchen and to avoid further charges or deductions of your deposit, please cancel your registration with Council and notify us immediately when this is done.

#### Deposit

We require the payment of a \$1,000 or four weeks rent plus GST, whichever is greater, for all registrations. To complete an application with Council you will need our pre-approval. The deposit is required to be paid prior to this being provided. We may accept a lower deposit amount for casual/once-off hire on a case by case basis.

#### Minimum hire

As a registered food premise, we are obligated to maintain the kitchen according to food safety standards and pay for outgoings. This includes paying for things like council rates and pest control whether the kitchen is being used or not. To recover some of these costs, businesses that use Cooking Space as their principal place of business/food premises in their fixed premise registration are subject to minimum hire conditions as follow:

#### 2.1 Minimum hire conditions

All businesses registered using Cooking Space as their fixed premise with Council will be subjected to a monthly minimum charge of 8 hours at the prevailing hourly rate. This amount will be invoiced whether we receive a booking or not.

This is to allow you to retain the benefit of having a Council registered commercial kitchen as part of your business regardless if you use the kitchen.

Payments will be invoiced separately or deducted from the deposit if not paid in time. If the deposit is not maintained or topped up, Council will be notified of registration cancellation. We will give at least 30 days notice if the minimum hire conditions changes.

Continued operation under a cancelled registration will attract significant penalties with Council and users face possible legal and monetary compensation from Cooking Space.

# 3.0 Rental Agreement

By submitting an online rental application form and agreeing to the terms and conditions set out in this policy document forms the rental agreement for the hire and use of the kitchen with Cooking Space. If you do not accept the terms and conditions of hire, please do not submit a rental application and contact us to discuss the arrangement.

For regular users, as you are requesting a recurring timeslot, it is implied that you are entering into an ongoing rental agreement with a term according to the period you have requested. Please state the schedule, start and end dates you are requesting one the online rental application form.

If no set period has been requested, then you automatically enter into a month to month rental agreement as all regular bookings are invoiced monthly in advance. We will reserve the same time slot in the following month and we will require one (1) month notice to cancel the regular booking.

Please contact us to make alternative rental arrangements if the above does not suit your requirement.

# 4.0 Reservations

Reservations can be made by contacting us or via email at mei@cookingspace.com.au. As it is a shared facility, it is important that you adhere to your reserved times. Failure to do so may mean compensation to the disadvantaged user from your deposit.

Once the kitchen has been reserved, it becomes unavailable to other users. Because of this, we maintain a strict cancellation policy to ensure scheduled times don't go unused. We encourage you to carefully consider how much time is needed and to include time for preparation, organising and cleaning.

### 4.1 Reserving Time

The kitchens can be reserved no longer than two months in advance. There is a minimum reservation time of 8 hours, which can be divided over several sessions/days.

Please contact us to discuss your requirements for reservations longer than two months or further into the year.

Reservations are made on a first come first serve basis and priority is given to regular users. If payment is still outstanding for your reservation, we reserve the right to cancel your reservation. We will contact you when this occurs.

## 4.2 Scheduling priority

It is likely that we will have a combination of one time users and regular users. A one time booking may disadvantage those who use ongoing larger blocks of time.

As such regular users are generally given priority and sometimes it is necessary to make adjustments for this. Occasionally, this will mean requesting casual users to change their hours.

When a request is made, we work diligently to find other kitchen hours to accommodate your needs and may compensate for doing so.

#### 4.3 Confirmation

After a reservation has been made you will receive an invoice detailing the kitchen reservation, date and time. Payment of invoice is required to confirm the reservation. See "Payment" for further information.

## 4.4 Cancellations/Refunds

Cancellations and therefore refunds are generally not accepted unless a replacement user can be found. No reservation changes are accepted within 48 hours of the reserved time.

## 4.5 Rescheduling

We accept rescheduling of booked hours within the same month without penalty with at least 48 hours notice.

# **6.0** Security Deposit

To confirm your reservation or registration with Council, you will be required to provide a rental bond. It is a cash deposit paid in advance of using the kitchen. This deposit is refunded at the end of the rental provided that:

- 1. Full payment for your reservation is received in accordance with the terms and conditions set out in this Rental Policy;
- 2. No breaches of the policies set out in this document including all equipment being in working order and the kitchen is in a clean condition;
- 3. Your registration with Council is cancelled and we are notified of the cancellation.

If these conditions are met to our satisfaction, the security deposit will be refunded minus any applicable charges. Alternatively, you may choose to leave the security deposit with us for future reservations. Please note that your security deposit needs to be maintained at the initial amount for the term that you are using our kitchen.

# 7.0 Payment

Your reservation is only confirmed when payment is received. Reservations are made on a first come first serve basis. If payment is still outstanding past the due date for your reservation, we reserve the right to cancel your reservation at any time unless specific arrangements have been made. We will contact you when this occurs.

We accept the following payment methods:

### 1) Direct Deposit

You can directly deposit funds into our bank account. Please see bank details to transfer funds into on your invoice.

Please ensure the field description matches your reservation details. We require this detail to match the payment to your reservation. Failing to do so may mean we are unable to locate your payment and confirm your reservation.

### 2) Credit Card

We use an online payment gateway to process credit and debit card payments. Please contact us if you wish to pay via this method. A 1.5% transaction charge is applicable.

## 3) Cash

Cash payments can be made by visiting a branch and directly depositing the funds into the bank account number detailed in your invoice:

Or in person with us at a prearranged meeting time.

Once payment clears you will receive a confirmation of your reservation. Payment must be received prior to using the kitchens. There will be no exceptions.

#### 7.1 Additional Charges

On occasions, it may be necessary to charge fees in addition to the money paid to use the kitchen. For example charges for additional unscheduled time and cleaning fees. In these situations, we will send an additional invoice to you. The invoice must be paid within 7 days from the invoice date or will be deducted from your deposit if you fail to do SO.

# 8.0 Unused and Excess Hours

Once a booking is paid for and confirmed, it cannot be refunded or carried forward.

Kitchen reservations cannot be transferred or otherwise exchanged without prior approval from us.

Users are expected to finish and clean within their reserved time. Please respect other people using the cooking space and plan appropriately. This means reserving enough time for loading and unloading, preparation and cleaning.

If you are still using the kitchen pass your reserved time then you will be invoiced for the excess hours. If you prevent someone from using their reserved time then you must leave the kitchen immediately or negotiate with the incoming user. The incoming user may be compensated accordingly and deducted from your deposit. The user with the confirmed booked times always has priority.

# 9.0 Entering the Facility

Once a reservation is made, you will be contacted to make arrangements for an induction to the facility including how to get access including given a door code to enter the building. Or alternatively for casual or one-time users, you will be met on site to be let in. This code is changed on a regular basis to minimise unauthorised access. Users will be notified when a new code is issued. Please note that although the access code will allow unlimited access into and out of the facility the kitchens can only be used during your reserved time.

# 10.0 Sharing

We do not allow the use of the kitchen by more than one business at a time. If you are running over time and another user is starting theirs, you will need to stop work and clean up immediately unless arrangements can be made with the incoming user.

# 11.0 Storage

### 11.1 Dry storage

Dry storage space is available on a first come, first serve basis and a nominal amount is usually included in the cost of the kitchen rental. Regular users are given more storage than casual users. Because there are limited storage areas, it is recommended that you arrange your own storage off site. If you need on-site storage you will be advised how much dry storage can be allocated. This is decided on a case by case basis dependent upon your kitchen use and regularity of bookings. If you have a large delivery, we can usually accommodate it for 1 or 2 days.

### 11.2 Cooler / Freezer storage

Quantity of cold storage space is provided on a first come, first serve basis and is included in the cost of the kitchen rental. All users are required to remove their product from cold storage within a day of their booking to ensure there is enough space for the next booking. If you require cold storage for more than a few days please make separate arrangements with us.

### 11.3 Storage rules

All items including food stored at Cooking Space will require to be placed in a sealed container that can be locked. A food grade lockable container can be provided to you for short term rentals.

Organise and clean your storage area(s) regularly. Keep any personal ingredients, equipment, or products clean and organised in your designated space. Do not store anything on shelves labeled as reserved.

All products and food items not in their original containers must be clearly labeled with your name, current date and contents. Items not clearly labeled or stored properly may be thrown away.

We adhere to health standards and will dispose anything that may pose a health risk without reason or left unattended for long periods of time.

- We are not responsible for your equipment, food, clothing, etc left on premise. We will help you to secure it properly.
- Do not store anything on the kitchen floor.
- Do not store anything using shared items (such as mixing bowls, sheet pans, pots, etc).
- Store all meat on the bottom shelf of the coolers and freezers. If space is limited ask us for assistance in making room.
- Always adhere to best practice guidelines from the Health Department.

# 12.0 Using Shared Equipment

Generally, only major cooking and cleaning equipment are provided as part of the hourly rate. You are to bring your own all loose items such as cooking utensils. To ensure proper sanitization, please bring your own tea towels, sanitizer and washing sponge. Some are provided, however as it is a shared space, it is highly recommended you bring your own.

There are a number of items and equipment that are widely used but due to the variety of tenants, we do not provide. These items should not be considered available for use without prior confirmation from us.

While we work hard to maintain equipment, plumbing and a commercial kitchen's myriad of parts, the reality is that something breaking down can be expected when so many things are involved. We will take responsibility for fixing it and reallocate your time slot if required. Repair costs will be borne by us unless you have caused the breakage. In this instance you will be invoiced separately for the repair or it will be deducted from your deposit.

We are a shared facility and we ask all users to alert us immediately if anything is not working properly so we can get the right professional out to handle the problem as soon as possible. We also ask everyone to alert us in advance if they anticipate a problem. It is only with everyone's cooperation that we can keep on top of everything and practice preventative maintenance.

# 13.0 Kitchen Use and Cleaning Policies

#### General Guidelines

Users using the facility are expected to follow all proper sanitation requirements as well as keep the kitchen in a clean and professional state. Obtaining your food safety

certification will teach you how to clean, handle food and minimize health risks.

Users are also expected to properly clean after their reserved time and prepare the kitchen ready for use by the next person. Our kitchen may be busy at times and it is important that the kitchen remain professional and clean for visitors whether it's the Health Department, other (potential) clients, customers or service people.

Appendix A is a quick reference for important, specific guidelines and requirements which must be followed (in addition to all standard sanitation expectations). Additionally, this section contains further details about specific kitchen uses and activities.

Note that any fines or expenses incurred by us as a direct result of a user and/or their staff failing to abide by these policies will be invoiced or deducted from the user's deposit.

## 13.1 Additional cleaning

If a user does not clean the space in accordance with these guidelines, a cleaning fee will be imposed. This will be charged at the rate of \$50 per hour invoiced or deducted from the deposit.

If the user fails to clean the space in accordance with the guidelines on repeated occasions, they will not be permitted to use the space until we determine it acceptable. Any reservations made by the user will be cancelled subject to the cancellation policy.

# 13.2 Dish washing

It is important to follow proper dish washing and sanitizing procedures to minimize health risks. Users are expected to scrape, wash in hot water and detergent, rinse in the sinks or commercial dishwasher provided and allowed to air dry.

Scrape into the trash all heavily soiled dishes including large food scraps, greasy/buttery equipment, animal products and pre-rinse in the first-compartment sink. This will make washing in the second-compartment sink or commercial dishwasher easier.

If any dishwashing water becomes dirty or cold, empty the compartment, clean the sink and refill as needed. Scraping and pre-rinsing should be kept to a minimum.

Always conserve water where possible to save our natural resources.

## 13.3 Sweeping and Mopping Floors

The floor must be swept before mopping to ensure all food particles are picked up to prevent infestation. Be sure to sweep under and behind tables and equipment.

Users are expected to sweep and mop the whole floor including the areas underneath the sinks. Fill the mop bucket with fresh hot water, detergent and bleach provided.

When you have finished mopping, empty the mop bucket, rinse and wring the mop and hang it above the cleaner sink in the wash room to drip dry. Replace broom and dustbin to their appropriate storage places.

## 13.4 Wiping Down and Sanitizing Equipment

Please bring your own sanitizer and tea towels to avoid cross contamination. Wipe down all equipment and tables used before and at the end of your reserved time. Always use a clean rag, first with soap and water for heavily soiled areas followed by the provided sanitizer solution. Be sure to wipe down any equipment used (don't forget often overlooked items like sheet pans, mixers, food processors and the inside of the microwave).

Equipment that disassembles into smaller parts (e.g. the mixer), you can wash, rinse and sanitize the parts in the double sink or the commercial dishwasher.

If the stove is heavily soiled, lift the grates and wash in double sink, otherwise wipe down the stove top if used. Do not use rags used to wipe down table tops and equipment to wipe spills and floors.

#### 13.5 Tea Towels

To reduce cross contamination you are required to bring your own tea towel(s). Paper towels have been provided for hand washing and the odd spillage but are not recommended for cleaning and sanitizing. This is due to the poor absorption and cleaning capability of a paper towel in comparison to a cloth one.

### 13.6 Recording temperatures of cold storage

It will be a requirement of your Food Safety Plan to record the temperatures of cold storage that you use. This includes the cool room, fridges and freezers. A temperature recording sheet is provided. Please complete this during your booking. Please notify us if the temperatures are not within the safe zone of less than 5 degrees for cooling and -18 degrees for freezers.

# **14.0** Privacy Policy

Cooking Space is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The NPPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The

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Office of the Australian Information Commissioner at www.aoic.gov.au

# What is Personal Information and why do we collect it?

Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect include: names, addresses, email addresses, phone and facsimile numbers.

This Personal Information is obtained in many ways including correspondence, by telephone and facsimile, by email, via our website www.cookingspace.com.au, from your website, from media and publications, from other publicly available sources and from third parties. We don't guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure.

You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing. When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

#### **Sensitive Information**

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will be used by us only:

- For the primary purpose for which it was obtained
- For a secondary purpose that is directly related to the primary purpose
- With your consent; or where required or authorised by law.

#### **Third Parties**

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

#### **Disclosure of Personal Information**

Your Personal Information may be disclosed in a number of circumstances including the following:

- Third parties where you consent to the use or disclosure; and
- Where required or authorised by law.

#### **Security of Personal Information**

Your Personal Information is stored in a manner that reasonably protects it from misuse

and loss and from unauthorized access, modification or disclosure. When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information.

However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

## **Access to your Personal Information**

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

Cooking Space will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information. In order to protect your Personal Information we may require identification from you before releasing the requested information.

## **Maintaining the Quality of your Personal Information**

It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

## **Policy Updates**

This Policy may change from time to time and is available on our website. Privacy Policy Complaints and Enquiries

If you have any queries or complaints about our Privacy Policy please contact us at:

47-51 Boundary Road, North Melbourne, Victoria 3051 eric@cookingspace.com.au 1300 723 328

# Appendix A: Kitchen Use Quick Reference

#### Attire

- For safety, property clothing must be worn by anyone using the kitchen.
- No sandals or open-toe shoes are to be worn by anyone using the kitchen, even when picking up or dropping off goods.

## Health and Safety

- No glass, ceramic, or breakable containers in the kitchen.
- No eating of lunch in the kitchen. Drinks should be kept with lids/caps on them.
- At the end of your shift, make sure all the equipment are turned off and all gas knobs are in the "Off" position. This is very important to avoid fatal damage such as fire or explosion which may cause death.

## Sanitation and Cleaning

- Scrape into the rubbish bin all heavily soiled dishes (large scraps, greasy/buttery bowls, grounds, animal products) and wash in the first sink.
- Rinse and sanitize all dishes and equipment in a separate compartment sink
- Air dry all dishes and equipment.
- Do not stack cutting boards or sheet pans while they are drying. Dry boards individually on speed racks or drying rack over the sinks. Dry sheet pans inverted on a speed rack.
- Follow all proper sanitary guidelines for preparation of meat including proper sanitization of equipment, tables, cutting boards, etc.
- If washing with the Dishwasher, scrape soiled dishes and pre-rinse in the sink before putting them in the dishwasher. No need to sanitise if washing using the dishwasher.

# **Finishing Your Shift**

- Be sure that large sheet pans, bowls, etc are clean for the next person that will be using them. Particularly any greasy/buttery residue and baked-on food.
- Wipe down and sanitize all counters, tables, wash sinks and equipment (doors, handles, knobs, controls, bases, etc) using general purpose cleaner solution and a clean towel. Don't forget the stovetop and the inside of the microwave.
- Sweep and mop all areas in which you have been working.
- Organize your storage area(s). Please keep all equipment and ingredients in your designated area and that it is clearly labeled. If you need more room, ask.
- Be sure all food not stored in its original containers is properly labeled (name, date and contents).
- If your reserved time is at the end of the day, take out the trash. Trash bags should be tied and placed in the large bins provided.
- Empty any trash that has spilled outside of a bag into a separate bag. If the bin is emptied replace all trash bags with clean bags provided.
- Clean and break down all cardboard/paper boxes. If boxes are heavily soiled, put them in the trash. Otherwise, recycle all paper products in the recycle bins located in the loading area.

### Storage

- Some storage will be provided on a first come first serve basis
- Permanent storage prices vary depending on content of storage

- All padlocks need to be clearly labeled for identification purpose or for removal if we think it is in breach of storage conditions.
- Lockers will be provided on a first come first serve basis for use during the duration of hire.

### **Bookings**

- Scheduling priority is given to regular users.
- Once a booking is confirmed and paid for it can only be cancelled/changed if another hirer can be found
  - i.e. once we receive notice we will mark the existing booking as "available"
  - It is advisable to give us as much notice as possible in this instance
  - If someone can be found to replace the booking then we will refund your money for that booking
  - No cancellations/refunds are accepted otherwise.
- You will need to contact us separately if you require to book outside of the two months.