

Policy Title: **Mobile Kitchen Use**

Policy No: 229

Directorate: Engineering and Environment

Responsible Officer: Manager – Technical Services

Adopted Date: Policy and Planning Meeting – 06/10/2015

Review Date: 06/10/2017

VERSION	MEETING APPROVED	MEETING DATE	HISTORY
1	Policy & Strategy Meeting	06/12/2011	Biennial Review
2	Policy and Planning	06/10/2015	Biennial Review

Authorities:

OBJECTIVES

This policy is designed to facilitate the smooth operation and understanding of the Use and maintenance of Council’s Mobile Kitchen

PRINCIPLES

Availability

North Burnett Regional Council’s Mobile Kitchen will be made available within the North Burnett Region for use to community groups, clubs, businesses and individuals provided they are able to comply with the Terms and Conditions relating to the use. Terms and Conditions are contained within the Use Agreement.

Informal groups that are not part of an organisation and are thus not incorporated or accredited, are not eligible. It is inappropriate for North Burnett Regional Council to take on the risk of liability for activities of the user when:

1. The user holds no public liability insurance
2. The user is not accountable to any committee or body for service standards or operating requirements

PRINCIPLES (continued)

Priority will be given to:

1. venues where existing kitchen facilities are inadequate or do not meet current health requirements (every effort will be made to ensure known events at such venues are booked/calendared well in advance
2. community groups and/or Not for Profit Organisations.

Use Agreement (See Appendix 1)

Users will be required to execute the Use Agreement (See Appendix 1) which contains Council's standard Terms and Conditions and a Notification of Food Event, as well as a Supplier Details Form (See Appendix 2) to allow for refund of any bonds paid.

Use Charges

Users will be required to pay to Council the charges outlined in Council's Schedule of Fees and Charges as determined from time to time. Charges may include bonds, deposits and use charges. Use charges will apply for full days – no pro rata charges will apply.

Transport

In order to protect this asset Council will provide transport for the Mobile Kitchen to and from the user's venue. Any variance to this arrangement must be agreed by one of Council's Senior Executive. As far as practical delivery will be undertaken a minimum of one day before the period of use and collection will occur on a normal business day.

Power

Users are required to have two (2) 15 amp power outlets.

Bookings

Council will maintain one booking point for the kitchen. The Facilities officer appointed to manage bookings will maintain close liaison with Senior Works Supervisors to facilitate smooth transport operations between venues. Bookings may be made for any multiples of one day. Bookings are not final until all charges are paid or other arrangements are made.

Inventory

Users will be provided with an inventory of the kitchens contents. The inventory will be checked on handover to the user and on hand back to Council. Missing items on hand back must be replaced by the user. The user will be responsible for the cost of repairs resulting from any damage caused to the kitchen equipment by any members of the using party other than by accident or normal wear and tear.

PRINCIPLES (continued)

Insurance

Council's liability arising from its involvement in the provision and use of the Mobile Kitchen will be covered under the liability cover provided pursuant to its LGM Queensland membership.

Users are required to have Public Liability cover to the extent of \$10,000,000 and North Burnett Regional Council is to be noted as an interested party. Evidence of the notation of Council's interest is to be provided to Council prior to the period of use.

The Use Agreement will also contain a "Hold Harmless" clause.

Cleaning

North Burnett Regional Council will deliver the Mobile Kitchen to the user's venue in a clean and tidy condition, fit for use. Users will be required to return the Mobile Kitchen to Council in the same condition. In the event that the kitchen is not returned to Council in an appropriate condition the user will be liable for the actual cost of cleaning. Council will provide cleaning equipment.

Council will conduct a three monthly full clean of the Mobile Kitchen under the supervision of an Environmental Health Officer.

Food Safety Supervisor

Users must nominate an appropriately qualified Food Safety Supervisor to oversee the operations of the kitchen during the period of use.

User's Additional Responsibilities

1. Responsibility for the kitchen is transferred to the user when the kitchen is delivered to the user's venue and keys are handed over.
2. The user will be responsible for the handover of the kitchen at the agreed time, in its clean and tidy condition with rubbish removed.
3. The user will be responsible for assuring the behaviour of every occupant is at all times acceptable and nothing is permitted that is disorderly or unlawful.
4. Smoking will not be permitted in or within four (4) metres of the kitchen.
5. No animals will be permitted in the kitchen.

Appendix 1



Mailing Address: PO Box 390, Gayndah Qld 4625
Street Address: 34-36 Capper Street, Gayndah Qld 4625
Telephone: 1300 696 272
Facsimile: (07) 4161 1425
Email: admin@northburnett.qld.gov.au
Web: northburnett.qld.gov.au
ABN: 23 439 388 197

Mobile Kitchen Use Agreement

AGREEMENT made on theday ofyear.....
between **NORTH BURNETT REGIONAL COUNCIL** (the owner) and the user named in
Part A of this agreement. The parties to this agreement agree to use the North Burnett
Regional Council Mobile Kitchen on the terms and conditions outlined in Part B for the
period to

PART A

USER:

USER'S ADDRESS:

ABN (If Applicable):

PUBLIC LIABILITY INSURER:

CONTACT/RESPONSIBLE PERSON:

CONTACT DETAILS:

Tel:

Address:

ADDRESS OF VENUE:

NOMINATED FOOD SAFETY SUPERVISOR:

USERS VEHICLE INSPECTED BY:

USERS VEHICLE APPROVED BY:

PART B

TERMS AND CONDITIONS

Charges

The user agrees to pay to Council the charges as outlined in its current Schedule of Fees and Charges unless otherwise provided.

Transport

Council will provide transport for the Mobile Kitchen to and from the user's venue. Any variance to this arrangement must be agreed by one of Council's Senior Executive. As far as practical delivery will be undertaken a minimum of one day before the period of use and collection will occur on a normal business day.

Power

Users are required to have two (2) 15 amp power outlets.

Inventory

Users will be provided with an inventory of the kitchens contents. The inventory will be checked on handover to the user and on handback to Council. Missing items on handback must be replaced by the user. The user will be responsible for the cost of repairs resulting from any damage caused to the kitchen equipment by any members of the using party other than by accident or normal wear and tear.

Insurance

The user is required to maintain Public Liability Insurance cover to the extent of \$10,000,000 with Council noted as an interested party. The user must be covered against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the user arising out of or in relation to the use of the kitchen. Evidence of cover including the notation of Council's interest is to be provided to Council prior to the commencement of use.

Property insurance is provided by North Burnett Regional Council however the user will be responsible for the cost of any damages caused to the kitchen by the user or its members during the period of use and not covered by Council's insurance.

Hold Harmless

The user agrees to indemnify and keep indemnified, and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them arising from the users performance or purported performance or its obligations under this agreement that may be directly related to negligent acts, errors or omissions of the user. The user's liability to indemnify Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss in liability.

Cleaning

The kitchen will be delivered to the user's venue in a clean and tidy condition, fit for use. The user is required to return the Mobile Kitchen to Council in the same condition. In the event that the kitchen is not returned to Council in an appropriate condition the user will be liable for the actual cost of cleaning. All traces of detergent are to be removed from the deep fryer. Council will provide cleaning equipment.

Food Safety Supervisor

The user must nominate an appropriately qualified Food Safety Supervisor to oversee the operations of the kitchen during the period of use and provide a copy of such supervisor's credentials unless they are already known to Council. Guidance on requirements can be obtained from a Council Environmental Health Officer.

Rubbish

Rubbish receptacles are provided. Users are required to remove and dispose of rubbish from the kitchen.

Alcohol

No opened or unopened alcohol is to be sold, stored or consumed in the Mobile Kitchen at any time.

Smoking

Smoking is not permitted inside or within four (4) metres of the Mobile Kitchen.

Animals

No animals are permitted in the kitchen at any time.

Grey Water

Grey water is to be disposed of in an appropriate manner. Should Council need to dispose of grey water an additional charge will be applied.

Gas

Gas cylinders are provided. The use charge includes gas consumption during the period of use.

Complaints

The user must check the kitchen and its equipment fully on arrival and notify Council of any alleged deficiencies or shortcomings immediately, in order to give Council the opportunity to take necessary remedial action. Issues arising during the period of use must be notified to Council as early as possible on the next normal business day.

Security

When the kitchen is not being used all doors must be locked.

User's Property

North Burnett Regional Council shall not be responsible for any loss or damage to property belonging to the user or any person occupying the kitchen under this agreement.

Bad or Inclement Weather

Bad or inclement weather in respect to bookings is at the risk of the user. Use charges will still apply.

Notices

No bills, posters or notices are to be displayed in or on the Mobile Kitchen without consent.

Force Majeure

North Burnett Regional Council shall not be liable for failure or delay in performing obligations set forth in this agreement and North Burnett Regional Council shall not be deemed in breach of its obligations, if such failure or delay is due to natural disasters, strike, lock-out or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonably beyond the control of North Burnett Regional Council.

No Assignment

The user may not assign this agreement to another party.

Induction

The nominated contact person is required to complete an orientation and induction in the Mobile Kitchen.

Responsibility of Contact Person

The contact person nominated in this agreement is responsible for the conduct of the persons working in the kitchen except for those matters covered by the Food Safety Supervisor.

Other Prohibited Items

The following items/activities are prohibited in addition to those specified elsewhere in this agreement:

- Decorations
- Spiked shoes such as running and golf shoes
- Fuel containers
- Generators
- Drugs

Quiet Enjoyment

Subject to the other terms and conditions of this agreement if the user pays the use charges and duly and punctually complies with all provisions of this agreement the user may peaceably possess and enjoy the facility during the term of this agreement without any interruption or disturbance from North Burnett Regional Council or its officers except for the conducting of regulatory inspections

Signed for and on behalf of User

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Please Print

In the presence of

.....

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Please Print

Signed for and on behalf of
NORTH BURNETT REGIONAL COUNCIL

.....

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Please Print

In the presence of

.....

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Please Print

Payment Details

Hire Fee: As per current fees and charges

Transport Fee: **As per current fees and charges**

Refundable Bond: As per current fees and charges



Suppliers Details

PLEASE RETURN TO: Fax: (07) 4165 4803

Suppliers Name: _____

Postal Address: _____

City: _____ State: _____ Postcode: _____

Phone: _____ Fax Number: _____

ACCOUNTS RECEIVABLE INFORMATION (Complete if Applicable)

Contact Name: _____

Phone: _____ Fax Number (For EFT Remittance): _____

Email Address: _____ Web Site: _____

Phone: _____ Term of Trade: Days

ORDERING (Complete if Applicable)

Contact Name: _____

Phone: _____ Fax Number: _____

Address: _____ Email Address: _____

City: _____ State: _____ Postcode: _____

ACCOUNT DETAILS

Account Name: _____

BSB Number: _____ - Account Number: _____

GST INFORMATION

GST Registered Yes No A B N (11 Digits): _____

REQUESTING STAFF/SUPPLIER

Signed: _____ Date: ____/____/____

Name: _____ Position: _____

Additional Information: _____

No goods or services are to be supplied to Council employees without a Council purchase order number. When preparing invoices to Council, please ensure the invoice contains a purchase order number. Invoices that do not have a purchase order number may be returned to the supplier to have a purchase order number recorded on the invoice.

OFFICE USE ONLY

New Creditors Code: _____ Processed By: _____ (Initial)

Date: ____/____/____ Checked ABN: Checked Entry: _____ (Initial)

Information Privacy Collection Notice

North Burnett Regional Council is collecting this information in order to process your application. Your details will be used to process electronic payments and will not be disclosed to any third party without your written or verbal authorisation unless required by law.

