



Terms and Conditions of Hire

The Neff Market Kitchen at South Melbourne Market

In these Terms and Conditions unless the context otherwise requires:

South Melbourne Market (SMM)	Means the Manager or staff of the South Melbourne Market appointed by Council and any person acting on behalf of the South Melbourne Market.
Kitchen Hire	Means the time from the commencement of the Kitchen Hire to the conclusion of the Kitchen Hire.
Contract of Hire	Means the contract between the Hirer and the Council for the hire of The Neff Market Kitchen which embodies this document known as the Terms and Conditions of Hire for The Neff Market Kitchen at South Melbourne Market.
Council	Means the City of Port Phillip.
Hirer	Is the person, partnership, organisation or corporation entering into the Contract of Hire for The Neff Market Kitchen at South Melbourne Market.
Manager	Means the Manager of the South Melbourne Market appointed by the Council in respect of the management of the South Melbourne Market and any person acting as the Manager of South Melbourne Market.
The Neff Market Kitchen (TNMK)	Means the space known at the Market as Stall 90 and all equipment therein but not including the contents of locked cupboards unless specifically permitted.

1. APPLICATION FOR HIRE

- 1.1 The Council reserves the right to accept or refuse the Application.
- 1.2 Payment details must be provided with the Application. Payment will only be processed if the Application is approved

2. BOOKINGS

2.1 CONFIRMATION OF BOOKING

Bookings will be confirmed via email within 7 days of the hire application.

2.2 BOOKINGS NOT CONFIRMED

Applications that have not been approved will be notified by email within 7 days of the hire application.

2.3 POWER TO REFUSE

It shall be at the discretion of the Manager, to authorise the refusal of the hire of TNMK, or cancel the Contract of Hire, notwithstanding that the Contract of Hire may have been duly entered into, in accordance with these conditions, and that the hiring fee and security deposit (if any), shall be returned to the Hirer, who hereby agrees to accept the same, and to have consented to such cancellation, and to have no claim at law, or in equity for loss or damage in consequence thereof.

3. CANCELLATION OF BOOKINGS

3.1 BY THE HIRER

- 3.1.1 All cancellations requests must be made in writing to smm@portphillip.vic.gov.au.
29 days or more notice: A full refund will be issued minus a \$25 administration fee
15–28 days' notice: 50% of the hire fee will be refunded.
14 days' notice or less: No refunds will be issued.

3.2 BY COUNCIL

- 3.2.1 The Council will refund any monies paid by the Hirer to the Council in relation to the booking.
- 3.2.2 In the event of an emergency, the Council will not be liable for any loss or damage suffered as a consequence of exercising its right to evacuate The Neff Market Kitchen Hirer.
- 3.2.3 Where there are repairs or alterations in progress to The Neff Market Kitchen, the Contract of Hire is subject to cancellation or to any reduction of available area or to sufferance by the Hirer and those using The Neff Market Kitchen of any and all inconveniences, which may arise in consequence of such works.

4. PAYMENT

- 4.1 Payment details must be provided by the Hirer at the time of Application. The hire fee will not be processed until the booking is confirmed.
- 4.2 The Hirer shall take possession of TNMK at the commencement of the Kitchen Hire and shall give up such possession at the conclusion of the Kitchen Hire. If vacant possession of TNMK is not given at the end of the Kitchen Hire, the Hirer shall be liable for an additional hiring fee equivalent to such part of the fee as would be applicable had the Hirer entered into a Contract of Hire for an extended period.

5. BOND

- 5.1.a It shall be at the discretion of the Manager to require a security bond of such amount as may be deemed appropriate to be lodged in addition to the hiring fee at the time of hiring to be used as:
 - 5.1.a.a a guarantee for fulfilment by the Hirer of the contract of hiring;

- 5.1.a.b a guarantee for fulfilment by the Hirer of the Conditions of Hiring; and
- 5.1.a.c. security against any damage to the floors, walls, furniture, fittings whatsoever of TNMK
- 5.1.b If on the completion of the Contract of Hire which is the last date of the Kitchen Hire, TNMK does not require a detailed clean, the keys have been returned, and there is no breach of conditions or failure to pay moneys or injury or damage to the floors, walls, furniture or fittings of TNMK, the security bond shall be returned to the Hirer.
- 5.1.c If the Hirer breaches any of these conditions or fails to fulfil the contract of hiring; the security deposit shall be absolutely forfeited to and become the property of the Council and additional damage monies will be billed.

6. HIRE FEES

- 6.1 The hiring fee shall be the relevant fee set for TNMK from time to time by the Council subject to any alteration the Manager may deem fit.

7. MANAGEMENT OF THE NEFF MARKET KITCHEN

- 7.1 The Hirer and persons within the venue shall forthwith obey all directions or orders given by the council's staff as to the management of TNMK and functions being conducted therein.

8. SUB LETTING

- 8.1 No Contract of Hire or any part of such Contracts shall be assigned or transferred by the Hirer, to any other person, organisation or corporation.

9. INDUCTION

- 9.1 All Hirers must undergo an induction in TNMK no later than three days prior to the Kitchen Hire. Failure to complete the induction will result in Council cancelling the Kitchen Hire. In the event that this occurs no refunds will be issued.

10. INSURANCE AND LIABILITY

- 10.1 The Hirer shall be responsible for any accident, loss, damage or injury sustained by any person or persons using any part of TNMK during the currency of the contract which commences from the first date of the Kitchen Hire the last date of the Kitchen Hire, of hire or using any part of the access areas to TNMK which are owned or the responsibility of the Council, notwithstanding, that such accident, loss damage or injury, arose from, or by any reason of any defect in the furniture, fittings or other accessories of any kind whatsoever or otherwise howsoever, and the Hirer agrees to indemnify the Council and its officers against all claims and demands made, or costs or expenses incurred, in connection therewith, and the Hirer shall at the time of making this application also complete a form and pay insurance cover such as may be required by the Council for public policy indemnity during the Contract of Hire.
- 10.2 The hirer/licence holder must accept all responsibility for the safety of the public during their use of TNMK. It is the hirer's responsibility to ensure the safety of the public in the event of fire during the period covered by their engagement of hiring. At all times the EXITs must be kept unlocked and the aisles and passageways kept clear.

11. OBSERVANCE OF LAWS

- 11.1 The Hirer shall comply with all Acts, Statutory Rules, Provisions and Regulations of the Commonwealth of Australia or the State of Victoria as they apply to the Contract of Hire and the period of hire of the South Melbourne Market rooftop, including the Health Act,

Local Government Act and any Local Laws, By-laws or Regulations and any statutory amendments, modifications made thereto.

- 11.2 All exits must be free from obstructions and accessible at all times.

12. THEFTS OR LOSSES

- 12.1 Council accepts no responsibility for loss or damage, which may occur to the licence holder/hirers goods or equipment during the period that such goods or equipment are lodged in the hired premises or anywhere on Council property.
- 12.2 Council is not responsible for any loss or damage that may be suffered by the Hirer or any of the persons attending the Venue during the Hire Period as a result of any theft or fire.

13. INDEMNITY

- 13.1 The Hirer agrees to indemnify and save harmless the Licensor and the Crown and any officer, servant, agent, employee, contractor and workman of the Licensor or the Crown or any person claiming through and under the Licensor or the Crown from all suits, actions, proceedings, judgements, claims, demands, costs, expenses, losses and damages for which they or any of them shall or may be or become liable in respect of or arising from loss, damage, accident, death, delay, inconvenience or injury occasioned by or arising from or contributed to by the incompatibility of any equipment whatsoever including any computer hardware, software, systems, plant or any other part or component belonging to either the Licensor or the Crown or any other unrelated person or corporation.

14. ACCESS

- 14.1 Access will be made available prior to the use of the facility at a time agreeable to the Market Management. If access is required before or after market hours (8am – 4pm) the Hirer is responsible for contacting security to arrange for the kitchen to be unlocked.
- 14.2 The Hirer is responsible for contacting security to lock the kitchen if the closing time is after 4.00pm.
- 14.3 The kitchen must be vacated and locked by 10:20pm. Failure to vacate by this time will incur a \$250 penalty fee.
- 14.4 The Council shall be entitled to operate any ancillary service in conjunction with an activity carried out by the Hirer and no claim for loss or damage shall be made by the Hirer against the Council in respect of the operation of such an ancillary service.

15. GAMBLING

- 15.1 No game of chance at which either directly or indirectly money is passed as a prize shall take place in the Venue or any portion of the Venue, unless an appropriate licence by a Government Authority has been obtained.

16. COUNCIL PROPERTY

- 16.1 The fittings and fixtures of TNMK, including but not limited to floors, walls, curtains, furniture or any other part of TNMK, must not be broken, pierced by nails or screws or in any other way damaged.
- 16.2 No notice, sign, advertisement, scenery fittings or decorations of any kind may be erected inside TNMK or attached to or affixed to the walls, doors, or any other part of the Venue without the prior consent of the South Melbourne Market.
- 16.3 The Hirer will be liable for any costs incurred by Council in repairing, making good any damage and any non-routine cleaning of TNMK, its fixtures, fittings and any other piece of equipment contained therein.
- 16.4 The Hirer will replace any Council property, which is deemed by Management to be damaged beyond reasonable repair,

- 16.5 In the event that TNMK, or any curtains, floors, fittings, furniture or equipment is damaged to such an extent that it affects another Hirer's use of The Neff Market Kitchen or requires a booking to be cancelled, the Hirer will be liable for all costs and losses incurred by Council (as well as the costs for repairing such damage) including refunds of deposits, hiring fees and other loss of revenue.
- 16.6 Hirers are required to leave the areas used, including entry areas and surrounding areas in a clean and tidy condition prior to vacating the Venue. Hirers are required to respect the amenity of nearby residents and shops when leaving the venue by keeping noise to a minimum and not leaving any rubbish in the vicinity.

17. ADVERTISING / NOTICES

- 17.1 The Council reserves the right to view all advertising material prior to publication.
- 17.2 No banners or advertising material is to be placed on the outside or inside of TNMK.
- 17.3 The placement of Adhesive Tape on the floor or any painted area within TNMK is prohibited. It is also the responsibility of the hirer to inform any stallholders and any associated persons with their booking of these conditions.

18. PROTECTION OF FLOORS

- 18.1 The floors, walls, furniture or fittings or other parts of The Neff Market Kitchen shall not be broken or pierced by nails, screws or other contrivances. No proscenium, scenery, fittings, decorations, posters, advertisements, shields, flags or emblems of any kind shall be erected, fixed, hung or displayed in TNMK without the prior written consent of the South Melbourne Market.

19. PROGRAM

- 19.1 The public shall only be permitted in TNMK during the Kitchen Time.
- 19.2 The Hirer must keep the rear door unlocked and ready for use as escape in case of alarm from fire or other cause.
- 19.3 It shall be at the discretion of the Co-Coordinator to require the Hirer to supply a full detailed written or printed statement or program, showing precisely what is to be done and take place during the period of hire of The Neff Market Kitchen, from the commencement of the Kitchen Hire to the conclusion of the Kitchen Hire.

20. GOOD ORDER

- 20.1 The Hirer shall be responsible for the maintenance and preservation of good order in TNMK and in the approach thereto throughout the duration of the Kitchen Hire and the Co-Coordinator may direct that such Contract of Hire is subject to the engagement by the Hirer of members of the State Police Force, or other appropriate persons or both (in conjunction with Clause 9).

21. BREACH OF CONDITIONS

- 21.1 Council reserves the right to refuse entry to the Venue any person who breaches any of these Conditions of Hire and the Hirer must indemnify the Council for any cost incurred as a result.
- 21.2 Council may immediately terminate the Booking during the Hire Period if it reasonably believes these Conditions of Hire are being breached and the Hirer has not remedied the breach after being directed by the Council verbally to do so.
- 21.3 Council may retain the entire Hire Fee in the event that the Booking is terminated in accordance with clause 20.2.

22. KITCHEN FITTINGS AND APPLIANCES

No portable ovens, gas cylinders, stoves, spits or any other portable cooking equipment are permitted into the venue unless prior permission has been granted by the South

Melbourne Market and assurance is given by the hirer that all care will be taken to ensure that no damage is caused to Council's facilities.

In the event that damage is caused the hirer will be liable for all costs incurred by Council to repair said damage.

23. CATERING

- 23.1 The Hirer must ensure that the Caterer engaged is registered and licensed for the purpose of providing catering services at the event.

24. CLEANING

- 24.1 The Hirer shall leave the entire area of TNMK in a clean and hygienic condition. If in the opinion of the South Melbourne Market TNMK is not left in a satisfactory condition the Hirer shall pay a charge of such amount as may from time to time be fixed by the South Melbourne Market to cover the Council's costs and expenses of cleaning The Neff Market Kitchen.
- 24.2 It is the Hirer's responsibility to ensure all decorations are taken down and all valuables are taken away before the vacating time.
- 24.4 If the Hirer fails to comply they will be liable for any costs involved in cleaning or removal of any waste matter. Additional cleaning charges may also be incurred by the Hirer should this be deemed appropriate by the South Melbourne Market.

25. ALCOHOL

- 25.1 Due to Liquor Licencing restrictions no alcohol can be consumed in TNMK.

26. SUBJECT OF ENTERTAINMENT /PERFORMING RIGHTS

- 26.1 The Hirer shall indemnify the Council against infringement of copyright in connection with the performance of any musical, literary or dramatic works in TNMK.

27. SECURITY

- 27.1 It shall be at the discretion of the SMM to require the Hirer to employ such security officers, as the South Melbourne Market may deem fit and appropriate for the purposes of security.
- 27.2 If security officers are required, they shall be persons nominated and employed by the South Melbourne Market but paid by the Hirer.
- 27.4 Security are required to be in attendance at the Venue until the vacate time of the event.
- 27.5 The SMM may cancel events where the Hirer fails to meet the conditions stated by council.

29. CAR PARKING AND DELIVERIES

- 29.1 The Hirer must not park or allow to be parked any vehicle associated with the hire of TNMK in bus zones or on the footpath.
- 29.2 The Hirer agrees to abide by any terms and conditions stated by Council in relation to any consent given by the Council pursuant to clause 28.1.
- 29.3 The Hirers must ensure that any deliveries made to The Neff Market Kitchen do not cause any traffic obstructions.
- 29.4 It remains the responsibility of the Hirer to ensure that all vehicles are parked legally. Council is not responsible for any Parking Infringement Notices received by the Hirer or on vehicles associated with the event.
- 29.5 The Hirer must insure that all delivery containers and packaging is removed at the conclusion of the Venue hire.

30. EQUIPMENT

- 30.1 Neither the Council nor any of its Officers or Employees shall be liable for any loss or damage sustained by the Hirer or any person, partnership, organisation or corporation supplying any article being lost, damaged or stolen.
- 30.2 The Hirer shall indemnify the Council against any claim by any such person, partnership, organisation or corporation in respect of such article.
- 30.3 The Hirer shall be responsible for any costs associated or arising from the installation or use of telecommunications such as telephone or EFTPOS lines.
- 30.4 Equipment belonging to the hirer/licence holder may be collected at a later date, only if arrangements have been made with Council staff at the time of booking the venue.
- 30.5 Cooking and production equipment to be loaded in and out through the Cecil Street entrance.
- 30.6 Equipment checks can only take place at times agreed by the South Melbourne Market.
- 30.7 Lighted candles cannot be used in the venue without written permission from the South Melbourne Market.
- 30.8 No fireworks, pyrotechnic devices or any like material is permitted in TNMK under any circumstances.

31. NOISE

- 31.1 The Hirer/licence holder is personally responsible to see that there is no breach of the Noise Control Act or the Environmental Protection Act 1970 committed while using the venue.

32. PHOTOGRAPHY

- 32.1 The Council, where it does not contravene any industrial awards, may take photographs of the event for the sole purpose of including this material in promotional publications relating to the City of Port Phillip provided that the Hirer provides consent. (It is the responsibility of the Hirer to inform Council in cases where consent is withdrawn.)

33. PRIVACY

- 33.1 Council is collecting the information on the Application for Hire Form for the purpose of registering the booking. The personal information included on this form will only be used to communicate with the applicant. Failure to provide this personal information may result in the application not being processed. The information will not be disclosed except as required by law and in particular, will not be disclosed to others for marketing purposes.

34. DISPUTES

- 34.1 In the event of any dispute or difference arising as to the interpretation of this Contract of Hire, or as to any matter or thing arising out of the Contract of Hire or the period of hire of The Neff Market Kitchen, the dispute or difference shall be decided by the Chief Executive Officer and the decision of the Chief Executive Officer shall be final and conclusive.

35. CONDITIONS OF HIRE - VARIATIONS

- 35.1 Hirers are advised that Council may alter these Conditions of Hire at any time without prior notice.