

Made in Hackney Local Food Kitchen: Conditions of Use for the Kitchen

1. Interpretation

- 1.1 In these Conditions the following definitions apply, unless the context requires otherwise. References to "we", "us", "our", "Kitchen", "MIH", are references to Made in Hackney Local Food Kitchen. References to "you" and "your" are references to the "User" named on the front page of the Agreement. "Conditions" mean this Conditions of Use of the Kitchen.
"Late Charge" means a charge for late payment of a sum due and owing.
"Other Charges" means charges for insurance, merchandise, access, and other charges that may be incurred from time to time.
"Period" will be as specified on the Agreed Period field on the reverse or attached Kitchen Hire Booking Form.
"Period of Use" means the period of time during which you are permitted to use the Kitchen commencing on the Start Date and any other Period thereafter agreed between us.
"Property" means the property from time to time stored at the Kitchen pursuant to the Agreement with you.
"Regular Charge" means charge levied for each Period e.g. hourly rate, half day or full day
"Centre" means the premises indicated in the Agreement overleaf (The Food For All Premises and shared basement which houses the Made in Hackney Local Food Kitchen and Food For All office and store room. "Kitchen", "MIH" means the kitchen located in the Food For All Basement, 3 Cazenove Road, London, N16 6PA.
"Services" means the provision of and related services to be provided by us pursuant to these Conditions and the Agreement with you.
"Total Charge" means the Regular Charge plus any Other Charges.
- 1.2 Unless defined above, all capitalised words and phrases used in these Conditions refer to terms used in the Conditions of Use Agreement which you agree to when you sign the Kitchen Booking Form.
- 1.3 The headings used in these Conditions are for convenience and will not affect the interpretation of any provision contained in these Conditions.
- 1.4 Covenants given by more than one person will be deemed to be given jointly and severally.
- 1.5 All sums payable under the Agreement and the Conditions do not include VAT, however, if our situation changes in the future then we will add VAT on top of any charge for the use of the kitchen.

2. The Provision of the Services

- 2.1 We will, upon receipt of the First Payment and the regular Payment and such other charges as may accrue from time to time, provide the Services to you for the duration of the Period of the Kitchen or until the Agreement is terminated in accordance with clause 13 of these Conditions.
- 2.2 This agreement shall be construed as a new and separate agreement in respect of each Period.
- 2.3 You warrant that you are either the owner or one of the owners of the business or you are authorized by the owner(s) of the business to accept these terms & conditions on his or its behalf.
- 2.4 MIH will not be held responsible or liable for any mechanical breakdown, loss of energy supply i.e. electricity or gas or water, flood, fire or government restriction or other act, which may cause the Kitchen to be closed temporarily or the function of the Kitchen interrupted. A partial refund may be negotiated at the discretion of MIH in accordance to the hours the hirer was unable to use the kitchen for.

3. Rights of Access

- 3.1 We will not be liable for loss of or damage to the Property arising from someone being given access or being allowed to remove the Property where we have reasonable grounds to believe the person is entitled or authorized to have access.
- 3.2 The Kitchen will be open from 9:00–18:00 weekdays, 10:00–18:00 Saturdays and 11:00–16:00 on Sundays unless indicated otherwise. The Kitchen will be closed on bank and public holidays. We reserve the right to alter the designated opening times at our sole discretion by notice at the Kitchen Office. New session times will be offered or a refund for sessions booked outside of these new opening hours.
- 3.3 Users of the Kitchen will be expected to have collated all their goods and cleaned down all work surfaces, including cold storage, floors and washed up and stored all utensils back into or onto designated areas. Please plan for usage of this facility to allow completion within above timescales. Any additional time outside of the times specified will be liable to charges by the hours for the extra use of space and staff costs for locking up the premises.
- 3.4 Please go through the cleaning check list and sign off before leaving
- 3.5 We reserve the right to exclude you from the building if you are in breach of any of the provisions of the Agreement or these conditions for so long as such breach remains un-remedied.
- 3.6 We may have access to the MIH Kitchen area in circumstances outside our control including but without limitation in the event of emergency due to unforeseen events (for example fire, flood or explosion) or if we consider it appropriate and in that event we may temporarily store your Property in any area or areas of the building if required.
- 3.8 At our discretion, we may allow other persons authorized by you in writing to have access to the unit.

4. The Deposit

- 4.1 You will need to pay a £100 cash deposit in advance of your first session booking

5. The Total Charge

- 5.1 The Total Charge will be payable prior to the Period of Use.

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5.2 We do not accept payments by debit or credit cards or cheques. We accept cash and BACS payments.

6. Your undertakings

6.1 If you opt to use our Internet access via your OWN electronic device – your booking does not give you access to MIH office laptops or printers, you undertake that:

6.1.1 You must comply with any copyright notices, license terms or other notices appearing on screen or as part of any material on the Internet or our network. You must not copy, use or exploit such software or other material in any way, unless we have explicitly given you permission to do so. You must strictly comply with the terms of any permission which we give. You must not access or download indecent or pornographic material or use the Internet facility for any improper or unlawful purpose. Neither must you access material which may be on the system but has been placed there by us or any other customer.

6.1.2 We do not make any representations as to the security of our network (or the Internet) or of any information which you place on it.

You should adopt whatever security measures (such as encryption) you believe are appropriate to your circumstances.

6.1.3 We cannot guarantee that a particular degree of availability will be attained in connection with your use of the services. You hereby warrant to us that our provision of the services to you will not infringe the rights of any third party.

6.2 You must only use the accommodation for vegetarian food (**no meat, fish or eggs to be brought onto the premises**) or drink purposes, and only for the business stated in your agreement or subsequently agreed with us. You must not carry on a business which competes with our business of providing the Kitchen.

6.3 You may only carry on that business in your name or some other name that we previously agree. You must not put up any signs on the doors of the Kitchen or outside the Food For All Shop or anywhere else which is visible from outside the Kitchen you are using. You must not use the centre address as your registered office address.

6.4 You must take good care of all parts of the kitchen, its equipment, fittings and furnishings which you use. You must not alter any part of it. You are liable for any damage caused by you or those in the centre with your permission or at your invitation.

6.5 You must not install any furniture or office equipment, cabling, IT or telecoms connections without our consent, which we may refuse at our absolute discretion.

6.6 Any keys remain our property at all times. You must not take any copies of them or allow anyone else to use them without our consent. Any loss must be reported to us immediately and you must pay the cost of replacement keys and or changing locks, if required. If you are permitted to use the kitchen outside normal working hours it is your responsibility to lock the doors to your accommodation and to the kitchen and Food For All Shop when you leave.

6.7 Any keys that are not returned will be charged out at £20/key.

6.8 You must comply with all relevant laws and regulations in the conduct of your business. You must do nothing illegal. You must not do anything that may interfere with the use of the centre by us or by others, cause any nuisance or annoyance, increase the insurance premiums we have to pay or cause loss or damage to us or to the owner of any interest in the building which contains the MIH Kitchen.

6.9 Reference to Good Hygiene & Health and Safety Practice and Good Business Practice:

Although we have responsibility for the common areas the following considerations are essential to ensure that users of the kitchen do not disrupt other users within the building in the day to day running of their businesses in relation to the following:

1. By allowing unauthorised access by visitors or contractors.
2. By creating potential sources of cross contamination in reference to food safety regulation i.e. by poor practices involved when transferring goods to and from delivery vehicles to the kitchen and through communal transfer points.

In relation to the above the following rules are required:

1. Users to follow rules for authorised access, restricting access to identified individuals who are employed by the named business and controlling access into communal areas of visitors and contractors. The latter must be met and accompanied into /onto and out of the premises by each tenant.
2. When using communal areas, users must remove protective clothing, worn when handling their products, with the exception of shoe wear, to minimise the risk of cross contamination from allergens and raw to cooked products and all other potential claim issues which may affect the integrity and legality of other businesses /tenants products i.e. Halal, Kosher, Organic, Vegetarian, Vegan, Allergen Free etc.
3. Any damage to communal areas or evidence of spillage etc must be reported immediately to MIH for review.
The individual user must clean up the spillage. This is both a food safety and health and safety issue.
4. Users must minimise the ingress of pests by ensuring that all doors, windows, are kept shut.
Any damage to doors, windows or proofing, in general, must be reported to MIH immediately so that repair and the integrity of the building can be addressed without delay.
5. Storage of equipment, containers, packaging and waste etc is not permitted in communal areas. Disposal of waste must be direct to designated disposal units in

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- sealed containers, located at the front of the premises and as discussed and agreed with MIH.
- 6.10 You must comply with any rules which we impose generally on users of the kitchen whether for reasons of health and safety, fire precautions or otherwise. This agreement must read in conjunction with the kitchen rules.
- 6.11 It is your responsibility to arrange insurance for your own property which you bring into the centre and for your own liability to your employees and to third parties.
MIH reserves the right to refuse equipment if it presents itself as a danger to the environment or harmful to the kitchen or its contents.
Equipment should be free standing and should not obstruct any fire exits. No bolts, tacks, screws, bindings, bits, pins or like objects are to be driven into any part of the premises nor is any adhesive to be attached to it.
Equipment bought onto premises must be to CE standards and from certified suppliers and contractors responsible for supply and commissioning of noted equipment. Inspection by users shall be carried out according to regulation and in accordance with PAT requirements.
All charges related to the cleaning of the kitchen due to MIH not being cleaned to the agreed standard after use are payable by the end user.
- 6.12 The user is responsible for ensuring that the surfaces are fit for purpose for their food development.
- 6.13 The user must clean the kitchen to the same standard as it was found. A cleaning schedule will be given to them onsite. All cleaning must take place during the hired time. You may not come in to clean the kitchen outside of your hired times.
- 6.14 The user is responsible for and must reinstate and make good to the satisfaction of MIH, or make compensation for, any damage to or loss of property suffered by MIH, its employees or representatives. The user shall be responsible to MIH for any loss, damage or expenses incurred by MIH, including but without limitation, damage caused to MIH property, which relates to or arises out of the acts or omissions of the user or its guests and the user shall, on demand, indemnify MIH accordingly. The user is obligated to insure all their equipment and/or any movable property of value, which is to be brought onto premises on an 'All Risks' basis for their full reinstatement value for the time being and to maintain third party, employers and public liability with a reputable insurance company with a level satisfactory to MIH. Users will produce evidence of such insurance prior to use of facilities as stated overleaf.
- 6.15 See attached equipment list on site. All items must be given back in the same condition as at the start of your session. If items are missing or damaged, you are liable to pay.
- 6.16 All equipment must be used in accordance with the operational guides on display.

7. Your obligations

- 7.1 You will not:
- 7.1.1 Allow anything to be done at the kitchen which may be or may become a nuisance or disturbance to our employees, agents or our other users/ clients or cause any damage to the kitchen;
 - 7.1.2 Transfer, assign or in any way part with your rights or obligations under the Agreement and these Conditions;
 - 7.1.3 Store or undertake any activities whatsoever in the kitchen which are in breach of the law or which would require us to comply with any statutory duties.
- 7.2 You will report any breakages, damages or faults to MIH as soon as you find them

8. Liability

- 8.1 We accept liability arising at law for personal injury or death directly caused by our acts or omissions, or the acts or omissions of our employees, in providing the Services.
- 8.2 Products developed and consumed either on the premises or distributed for end consumption by the user's customer/s are done so at the users and consumers own risk.
The kitchen is not a food business as defined under the following legislation and regulation:
The Food Safety Act 1990
EU Directive No: 2004/852
MIH accepts no liability for any processes conducted or products developed or produced or stored or distributed within or from the kitchen, in accordance with the above Food Safety legislation and regulations and Health and Safety legislation including:

The Health & Safety at Work Act 1974 and relevant regulations and best practice guidelines.
Each user is responsible for ensuring compliance to the above legislation and any other regulation appropriate to their business practice.

- MIH accepts no liability for any unit environmental issues or processes conducted or products developed or produced or stored or distributed within or from our premises by the above user.
- 8.3 We accept liability for any loss of or physical damage to the Property which is directly caused by our negligence, or the negligence of our employees, in providing the Services, but you agree that we will not be liable for any other loss or damage howsoever arising and, in particular, that:

We will not be liable for any indirect, financial, economic, consequential or special loss (even if we are aware of the circumstances which may give rise to such loss).

9. Indemnity

- 9.1 Subject to the provisions of sub-clause 8.1 above, you will indemnify us and keep us indemnified against all and any costs, charges, expenses, damages or losses incurred or suffered or becoming payable by us

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in connection with, or as a result of any demand, claim, or action or other proceedings brought against us arising out of, or in connection with, the provision of the Services, including but not limited to the following:

- 9.1.1 Any dispute as to the ownership of the Property or as to the person entitled in law to possession of the Property
- 9.1.2 The dangerous nature or any dangerous characteristic of the Property or the infectious or contagious nature of the Property;
- 9.1.3 The storage of the property at the kitchen.
- 9.1.4 Cleaning up or clearing out of the kitchen in the event of termination.
- 9.1.5 We accept no liability for vehicle (s) parked outside the Food For All Shop.

10. Insurance

- 10.1 You accept that any Property stored at the kitchen (only with the permission of MIH staff) is stored at your sole risk & expense. You will be solely responsible for taking out appropriate insurance at the full replacement value of the Property.
You will, upon request, provide a copy of your insurance certificate that confirms such insurance exists. In addition, you are obliged to notify us of any increases in the total value of the stored property.
- 10.2 You will not do anything which might invalidate any insurance affected from time to time at the kitchen.

11. Cancellation Policy

If the kitchen is unavailable for use, due to circumstances beyond the immediate control of MIH, the user will be contacted and any booking fee and or deposits refunded.

Other than the repayment of deposit due to circumstances above, MIH will have no further liability to the hirer as per clause below. MIH shall not be liable or required to pay compensation for any loss sustained or inconvenience caused, as a result of, or in any way arising out of, cancellation of a booking.

Cancellation Policy

- 11.1 We may put an end to your agreement immediately by giving you notice if:
 - 11.1.1 You become insolvent, go into liquidation or become unable to pay your debts as they fall due.
 - 11.1.2 You are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within fourteen days of that notice or;
 - 11.1.3 Your conduct, or that of someone at the kitchen with your permission or at your invitation, is incompatible with ordinary use.
 - 11.1.4 If we put an end to the agreement for any of these reasons it does not put an end to any of the outstanding obligations you may have and you must
 - 11.1.4.1 Pay for additional services you have used
 - 11.1.4.2 Pay the standard charge for the remainder of the period for which your agreement would have lasted had we not ended it, and
 - 11.1.4.3 Indemnify us against all reasonable costs and losses we incur as a result of the termination.
 - 11.1.4.4 If you fail to collect your property by the effective termination date we reserve the right to remove the property at your cost.

12. General

- 12.1 These Conditions together with the Agreement overleaf form the entire agreement between you and us and supersede and extinguish all earlier agreements and arrangements of any kind between us.
- 12.2 Any notice given under these Conditions will be in writing and signed by or on behalf of the party giving it and may be served by depositing it at or sending it by facsimile or first class prepaid post to the addresses stated overleaf or if any change of address has been notified to us, at the last address so notified. Any notice so served by facsimile or post will be deemed to have been received, in the case of facsimile, 12 hours after the time of dispatch and, in the case of first class prepaid post, 48 hours from the time of posting.
- 12.3 We will not be liable in any way for any delay or failure to perform our obligations or any loss, damage or delay incurred by you resulting from circumstances beyond our reasonable control which will include, without limitation, labour disturbance, accident, failure of services, breakdown of plant or machinery, fire or flood.
- 12.4 Each of the provisions of the Agreement and of these Conditions is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provisions of the Agreement or the Conditions.
- 12.5 Nothing in the Agreement or in these Conditions will be treated as creating any tenancy, lease or any relationship of landlord and tenant between you and us.
- 12.6 Nothing in the Agreement or the Conditions is intended to confer on any person any rights to enforce any term of it which that person would not have but for the Contracts (Right of Third Parties) Act 1999.
- 12.7 This agreement does not confer any rights of car or vehicle parking.
- 12.8 The Agreement and these Conditions are governed by English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English court.

13: Termination Of Contract

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1. MH has the right to terminate contracts with clients at their discretion. A full refund will be given for cancelled bookings as long as the client has returned the kitchen and its equipment to the perfect state it was found in.