

# KITCHEN LINK AGREEMENT

Between

the [Owner]

and

the [User]

SAMPLE

# Kitchen Link Agreement

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## Parties

1. ("the Owner")
2. ("the User")

## Background

- A. The Owner owns or leases kitchen premises which are available for use by other users outside the Owner's hours of operation.
- B. The User wants to use kitchen premises.
- D. The parties agree that the User can use the Owner's kitchen premises on the following terms.

## Agreement

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### 1. Definitions

The following terms shall have the given meanings in this Agreement:

**Equipment** As defined in Schedule 2

**Premises** As defined in Schedule 1

**Purpose** As defined in Schedule 3

### 2. License to Use

- 2.1 The Owner hereby authorises the User to use the Premises and the Equipment at the times and on the dates specified in Schedule 4.
- 2.2 The Owner shall provide the Premises and Equipment in clean and fit condition for the Purpose at commencement of each authorised time for use by the User.
- 2.3 Where the Premises comprise only part of the Owner's kitchen facilities, the User shall not be entitled to exclusive use of the facilities and equipment. The User shall cooperate in good faith with the Owner or any other user of the Owner's kitchen facilities in respect to use of shared facilities and equipment.

### 3. Use of Premises and Equipment

- 3.1 The Premises and Equipment shall be used by the User only for the Purpose.
- 3.2 The User agrees not to assign, transfer or sub-let use of the Premises without the Owner's prior written approval.
- 3.3 The User shall comply with all laws and regulations and legal requirements in using the Premises and Equipment.

#### 4. **Payment**

4.1 The User will pay the Owner:

- a. the Fee specified in Schedule 5 plus GST for the use of the Premises and the Equipment; and
- b. any additional charges for consumables specified in Schedule 5 plus GST; and
- c. any additional charges for storage space specified in Schedule 6 plus GST.

4.2 Where a deposit is required by Schedule 5 the deposit is payable by the User to the Owner within 7 days of the execution of this agreement.

4.3 Where the payment is on a per hour basis the User will promptly and accurately record the hours of use of the Premises and provide that record to the Owner on a weekly basis.

4.4 The Owner shall invoice the User not more frequently than monthly for the use of the Premises and Equipment.

4.5 The User shall pay the Owner within 20 days following invoice.

#### 5. **Security**

5.1 The Owner will supply the User with one key to the premises and any code for an alarm system as necessary.

5.2 The User will not enter any other part of the Owner's premises other than the Premises and will not use any other entry or exit except that specified by the Owner.

5.3 The User will not copy the key without the Owner's written authorisation and will not write down or record the code for any alarm system.

5.4 The User will be responsible for the safekeeping of the key and will return it to the Owner once the agreement is at an end. If the User fails to return any key the User shall be responsible to reimburse the Owner for the cost of changing the lock concerned.

5.5 The User will ensure that the premises are secure and that all doors and windows are locked and that any alarm system is armed before leaving the Premises.

#### 6. **Care of Premises and Equipment**

6.1 The User shall ensure that every member of the User's personnel using the Premises and the Equipment has as a minimum qualification Food Health and Safety Certificate 167.

6.2 The User shall remove all of the User's own equipment and food from the Premises, subject only to any storage authorised by the Owner in Schedule 6.

6.3 The User shall leave the Premises and the Equipment in a clean and tidy condition before leaving the Premises, fit for use by the Owner.

6.4 The User shall exercise due care and diligence in using the Premises and Equipment to keep the Premises and the Equipment in good working order.

6.5 The User shall do nothing that might prejudice the grading of the Premises.

- 6.6 The User shall reimburse the Owner for repair of any damage caused as a result of the User's use of the Premises and Equipment including replacement of any item that is missing or which cannot reasonably be repaired.

7. **Storage**

- 7.1 This clause shall apply if and only if the Owner permits the User to store the User's own equipment and/or food on the Premises in Schedule 6.
- 7.2 The Owner shall not use any equipment or food of the User that the User may store on the Premises provided such equipment or food is stored in the locations specified in Schedule 6.
- 7.3 Any equipment and/or food stored by the User on the Premises is at the User's own risk. The Owner shall have no responsibility for the condition or security of the User's equipment and/or food that may be stored on the Premises and no liability whatsoever for the User's equipment and/or food whether in bailment or tort or contract or otherwise.
- 7.4 Upon termination of this agreement the Owner agrees to allow the User a reasonable opportunity, which may be in the presence of a representative of the Owner, to access the Premises to remove any of the User's property which may have been stored there by the User in accordance with Schedule 6.

8. **Liability and Insurance**

- 8.1 The User alone shall be responsible for the delivery and condition of all food prepared by the User on the Premises.
- 8.2 The User agrees to indemnify the Owner in respect of any claim by any third party, including damages and legal costs in full, that may arise as a result of the User's use of the Premises and Equipment.
- 8.3 The User will maintain public and product liability insurance to the satisfaction of the Owner at all times.

9. **Confidentiality**

- 9.1 In the course of using the Premises and the Equipment the User may learn information about the Owner's business including its suppliers, customers, methods, recipes all of which information is confidential and which may comprise the intellectual property of the Owner.
- 9.2 The fact that the User is using the Owner's Premises is also confidential information.
- 9.3 The User shall not without the Owner's express prior approval:
- a. disclose to any person any confidential information; or
  - b. use any confidential information.

## 10. **Health and Safety**

- 10.1 The Owner shall take all practicable steps to ensure that no hazard is or arises in either the Premises or the Equipment at the commencement of each authorised time for use by the User.
- 10.2 Where the User is entitled to exclusive use of the Premises during the authorised times the Premises are within the control of the User during those times in terms of s16 of the Health and Safety in Employment Act 1993 and the User alone shall be responsible for the safe use of the Premises and the Equipment.
- 10.3 Where the User is not entitled to exclusive use of the Premises at any time, the Premises shall be under the joint control of the User and the other user for the time being who shall be jointly responsible for the safe use of the Premises and the Equipment.
- 10.4 The User shall promptly report to the Owner any hazard identified by the User with respect to the Premises or the Equipment including any breakages or faults or other repairs required.

## 11. **Termination**

- 11.1 Either party may terminate this agreement by giving \*HOW MANY\* months' notice in writing to the other party.
- 11.2 The Owner may terminate this agreement immediately by giving notice in writing to the User in the event of:
- a. a breach by the User of any of the following clauses of the agreement: 3.2, 3.3, 4.5, 6.5 and 9.3; or
  - b. any other breach by the User of this agreement which the User has failed to remedy within 7 days of being given notice by the Owner requiring the breach to be remedied.
- 11.3 Either party may terminate this agreement immediately by giving notice in writing to the other party in the event of:
- a. the Premises being substantially destroyed or damaged to an extent which materially interferes with its proper operation; or
  - b. an Insolvency Event by the other party.
- 11.4 A party commits an Insolvency Event if that party:
- a. commits an act of bankruptcy or makes any assignment or composition with its creditors or is admitted to the "no asset procedure";
  - b. cannot pay its debts when they fall due, or is deemed not to be able to pay them in accordance with section 287 the Companies Act 1993;
  - c. suspends payment to its creditors or ceases or threatens to cease operating or convenes a meeting of its creditors to propose a scheme of arrangement with them;
  - d. has a receiver, administrator, manager or statutory manager appointed; or

- e. has an application for it to be placed in liquidation presented or advertised.
- 11.5 The deposit if any shall be repaid in full by the Owner to the User upon termination of this agreement subject to deduction for any sums owing by the User to the Owner including any sums owing under clauses 4.5, 5.4, 6.6 and 8.2.
- 11.6 Any failure by the Owner to enforce or insist upon the strict observance of any provision of this agreement or upon the remedying of any breach or non-performance of this agreement by the User does not operate as a waiver of those matters or of any of the rights of the Owner under this agreement.

## 12. **Dispute Resolution**

- 12.1 In the event of any dispute arising between the parties which arises out of or relates to this agreement, including the breach or termination of this agreement, the parties agree to endeavour in good faith to resolve the dispute, which shall include:
  - a. each party providing the other party with information explaining the first party's position with respect to the dispute; and
  - b. meeting together to try and resolve the dispute.
- 12.2 If the parties are not able to resolve the dispute themselves they agree to endeavour to settle the dispute by mediation before having recourse to litigation. The mediator shall be the person agreed by the parties and the parties shall each bear half of the mediator's costs.

## 13. **Entire Agreement and No Representations**

- 13.1 This agreement is the entire agreement between the parties to the transaction. It replaces all earlier negotiations, representations, warranties, understandings and agreements, whether oral or written between the parties relating to the transaction.
- 13.2 The User has had the opportunity to take independent legal advice with respect to this agreement and enters into this agreement solely in reliance upon the User's own judgement. The User does not rely upon any representations by the Owner or any agent of the Owner.

**SIGNED** by the **Owner** in the presence )  
of: )

\_\_\_\_\_  
Owner's representative

\_\_\_\_\_  
Date

**Witness**

Signature: \_\_\_\_\_

Name (full): \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

**SIGNED** by the **User** in the presence of: )  
)

\_\_\_\_\_  
User's Representative

\_\_\_\_\_  
Date

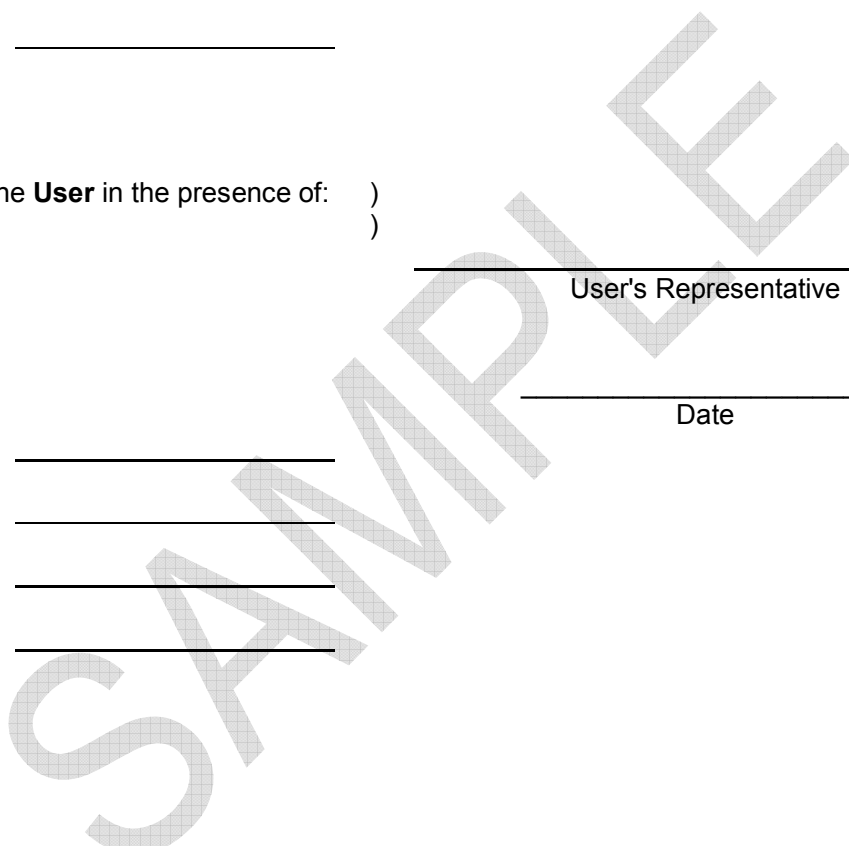
**Witness**

Signature: \_\_\_\_\_

Name (full): \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_



### Schedule 1 - Premises

The **Premises** are (OPTION: that part of) the kitchen premises owned or leased by the Owner at ADDRESS, DESCRIBE LOCATION WITHIN BUILDING IF NECESSARY OR ATTACH PLAN SHOWING (PART OF) KITCHEN

Including the following services:

- Associated hygiene facilities
- Water
- Electricity
- Refrigeration facilities
- Parking for NUMBER of vehicles

The Premises excludes the following services:

- Use of telephone
- Use of office facilities including photocopier and facsimile
- Rubbish removal

ADD TO LISTS OF INCLUSIONS/EXCLUSIONS AS REQUIRED OR SWAP ITEMS BETWEEN LISTS

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## Schedule 2 - Equipment

The **Equipment** consists of:

- Dishwasher
- Mixers
- Microwave
- Bowls, pots and pans
- Utensils other than knives
- Insinkerator or equivalent waste disposal unit

ADD TO LIST AS REQUIRED

The Equipment excludes all other items of equipment which may be located in the Premises, including without limitation all knives AND ANYTHING ELSE YOU EXPRESSLY WANT TO EXCLUDE

ALTERNATIVE IS TO LIST ALL ITEMS WITH COLUMNS FOR TICKING EITHER INCLUDED OR EXCLUDED

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### Schedule 3 – Purpose

The Premises and Equipment shall be used by the User only for the production of food for human consumption and only:

EXAMPLES:

1. As a test kitchen
- AND/OR
2. To provide catering services
  3. ??

The User is not permitted to sell food at the Premises either for taking away or for immediate consumption at the Premises.

The User is not permitted to advertise the User's business at the Premises (which shall not prevent the User parking outside the Premises any vehicle carrying the User's signage).

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### Schedule 4 – Frequency of use

#### EXAMPLES:

1. **FOR A ONE-OFF PROJECT**  
The User is authorised to use the Premises and Equipment from TIME to TIME on Saturday DATE.
2. **FOR REGULAR USE**  
The User is authorised to use the Premises and Equipment from TIME to TIME on Monday in each week.
3. **FOR OCCASIONAL USE**  
The User is authorised to use the Premises and Equipment at such times and on such days as may be approved by the Owner from time to time (OPTIONAL: provided that approval may not be unreasonably withheld).

The User shall give notice in writing to the Owner of the times and dates when the User wishes to use the Premises provided that the User must give not less than seven days notice prior to the earliest date specified in each notice.

OPTIONAL: If the Owner has not responded within 48 hours the Owner is deemed to have APPROVED OR DECLINED TO APPROVE the User's request.

**Schedule 5 – Fee**

EXAMPLES:

- 1. FOR A ONE-OFF PROJECT  
The Fee for the use of the Premises and Equipment is \$.....
- 2. FOR REGULAR USE  
The Fee for the use of the Premises and Equipment is \$..... per hour/week  
(DELETE ONE).
- 3. FOR OCCASIONAL USE  
The Fee for the use of the Premises and Equipment is \$..... per hour.  
  
The Fee for the use of the Premises and Equipment is \$.....

The Fee is GST exclusive.

**Consumables**

EITHER

The Fee is inclusive of the following consumables:

- Electricity
- Hand towels and toilet paper
- Soap and dishwashing detergents

OR SPECIFY ANY ADDITIONAL CHARGES THAT WILL APPLY – CONSIDER WHETHER/HOW USAGE CAN PRACTICALLY BE MONITORED

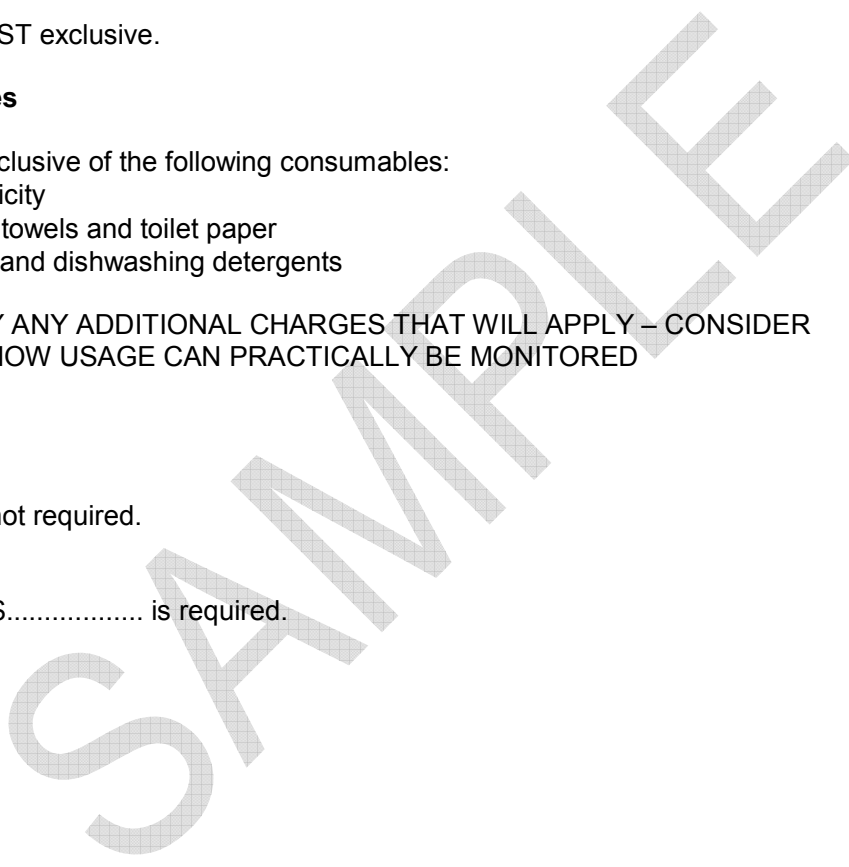
**Deposit**

EITHER

A deposit is not required.

OR

A deposit of \$..... is required.



**Schedule 6 - Storage**

EITHER

The User is not authorised to store any of the User's own equipment or food on the Premises in between the approved times when the User is authorized to use the Premises.

OR

The User is also authorised to store the User's own equipment or food on the Premises in the area(s) designated below in between the approved times when the User is authorized to use the Premises:

1. Shelf space: SPECIFY
2. Cupboard space: SPECIFY
3. Fridge space: SPECIFY

ALTERNATIVE: THE ABOVE STORAGE PROVISIONS CAN BE VARIED TO PERMIT STORAGE OF EQUIPMENT BUT NOT OF FOOD, OR OF DRY GOODS ONLY.

IF STORAGE IS AUTHORISED:

**Storage Charge**

EITHER

There is no additional charge for storage.

OR

There is an additional charge of \$..... per month for storage.

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