

Extract of Proposed Lease Terms & Conditions*

Landlord	Towong Shire Council 32 Towong Street Tallangatta, VIC 3700
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Tenant

Premises	Bellbridge Container Cafe Lake Road Bellbridge VIC 3691
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Permitted Use	Sale of meals, coffee, light refreshments and other such items.
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Commencing Base Rental	Amount to be negotiated per month plus GST, payable monthly in advance.
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Outgoings	In addition to rent, the Tenant must pay for all charges associated with the operation of the Tenant's business from the premises including utilities, cleaning and repairs of the premises and equipment, and removal of rubbish in the vicinity of the premises.
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Term of Lease	Terms of lease and options subject to negotiations. It is anticipated that the initial lease duration will be 6 months.
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Further Term	Lease renewal will be reviewed annually following the initial 6 month period. Towong Shire Council reserves the right to not renew the lease.
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Lease Commencement Date	It is anticipated that the lease term will commence early September, with services expected to commence Saturday 13 September 2025.
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Rental Commencement Date	At date of Lease Commencement Date.
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Security Deposit Bond	Value of six months agreed rental.
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Legal Costs	The Landlord's solicitors will prepare a draft lease and each party will be responsible for its own costs with respect to the finalisation of the Lease.
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Insurance	The tenant is required to maintain public liability insurance for a minimum of \$20 million for the term of the lease.
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Landlord's Installations	All items including equipment, fixtures and fittings will be detailed within the lease.
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Tenant's Works	Securing of all consents, permits and approvals required for the operation of the cafe.
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Goods and Services Tax	The amount of any Goods and Services Tax (GST) levied in respect to any supply made under or in accordance with the Lease (including, but not only, the leasing of the premises) will be reimbursed to the Landlord by the Tenant.
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Special Conditions	1. The minimum operating hours for the premises will be: (to be negotiated). 2. The placement of any signage that can be viewed from outside the premises will require the Landlord's approval. 3. The name of the premises will be subject to the Landlord's reasonable (written) consent. 4. The Tenant must take all necessary measure to minimise the spread of food and cooking odours from the immediate vicinity of the premises.
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Expression of Interest Form

Applicants Details

Name of Organisation / Applicant

ACN/ABN

Business Type

Contact Name

Phone

Email

Preferred Lease Term

Proposed Hours of Service*

e.g. 6 months, Nov 2023 to Apr 2024

Mon - Wed

Thu - Fri

Rate

Please nominate the rate range per month you would be prepared to pay as the successful Lessee:

Sat

Sun

*Please attach in a separate table if the hours of trade will differ seasonably.

Previous Experience

Please provide details of previous industry experience which demonstrates your ability to succeed in this venture:

- Trading history and related business and trade experience – experience in a hospitality or retail environment
- Please disclosure any previous infringements under the Food Act 1984 (Vic).

Expression of Interest Form

References (Name, Company, Phone, Email)

Referee 1

Referee 2

Submission Checklist

- Completed, signed and dated Expression of Interest Form
- Proposed or sample menu and pricing structure
- Resume of all respondents
- Public Liability (\$20 million minimum) Certificate of Currency
- Evidence of WorkCover Insurance for all employees
- Any other supporting documents (Please list attached documents)

Acknowledgement and Declaration

I/We acknowledge that, by submitting this proposal, we accept and acknowledge that we are bound by the terms and conditions stated in the invitation.

I/We declare that we have no direct or indirect conflict of interest in participating in the development outlined in the Invitation or, if a conflict of interest exists, I/we have declared such in an accompanying letter of disclosure.

I/We hereby submit an Expression of Interest for a lease at the Bellbridge Container Cafe at Lake Road, Bellbridge.

Print Name

Signed

Date

Expression of Interest Form

General Conditions

- a. This contract is non-transferable, and the Service Provider must not assign or transfer the contract of services to another party.
- b. Either party may, on giving not less than 30 days notice in writing to the other, terminate the contract.
- c. The Service Provider must be the holder of a current public liability insurance in the joint names of the Service Provider and the Council and shall cover Council, the Service Provider and its sub-Service Providers and provide a minimum cover of 20 million dollars (\$20,000,000.00) against any claims whatsoever arising out of or incidental to the use and operation of the Container Café.
- d. The Container Café must only be used for the sale of takeaway food and refreshments. Any sale of food and refreshments must be in accordance with quality standards.
- e. The Service Provider agrees to conduct its business in good faith and in accordance with the best business methods and in a reputable manner.
- f. The Service Provider agrees to maintain a high standard of presentation by staff, including the wearing of uniform at all times of operation.
- g. The Service Provider agrees to provide readily available product information and agrees to maintain the products in a fresh state and include seasonal products for variety.
- h. The Service Provider will register the business in accordance with the Food Act 1984 and comply with, and be operated in compliance with, the requirements of the Food Act 1984, Public Health and Wellbeing Act 2008 and all other relevant Acts and laws.
- i. The Service Provider agrees to comply with any directions of an authorised officer of Council.
- j. The Service Provider must not place any tables and chairs in or around the Container site without first obtaining the written approval of the Council.
- k. That at any time prior to the expiration of the term of the contract, the Council may call for expressions of interest from persons interested in entering into a lease from the expiration of the term.
- l. Upon expiry of the term, the Service Provider must vacate the Container Café and leave the premises in a clean and tidy condition suitable for another operator to immediately occupy the premises. If any cleaning or restoration work is required to be carried out by the Council as a result of the Service Provider's failure to leave the site in a condition fit for another immediate occupation then Council may make good the site and recover the cost of doing so from the Service Provider.
- m. If the Service Provider breaches any of the conditions of this contract, the Council may do any one or more of the following, but is not limited to:
 - n. Any material breach of the conditions of this
 - 1. re-enter and take possession of the site
 - 2. recover from the Service Provider any moneys outstanding under the contract up to the expiry date, and
 - 3. exercise any of the Council's other legal rights.

contract may result in immediate termination of the contract. The Service Provider will have no claim for payment or compensation from the Council in respect of such termination.

Expression of Interest Form

Disclaimer

1. Council will not be bound to engage any service provider or review any proposal that does not conform with the requirements set out in this expression of interest.
2. The Service Provider acknowledges that Council may terminate the expression of interest process at any time.
3. Neither Council nor any of its consultants accept any responsibility to any service provider or other third parties under the law of contract, tort or otherwise for any loss or damage which may arise from anything contained in this expression of interest, any matter deemed to form part of this expression of interest, the supporting information or documents referred to in this expression of interest, or any other information supplied to any service provider on behalf of Council.
4. All information given to a service provider and ultimately the preferred Service Provider by Council or its respective officers or agents will be given on an "all care and no responsibility" basis.
5. By receiving delivery of this expression of interest, each organisation and ultimately the Service Provider shall, without qualifications, be deemed to have acknowledged acceptance of and shall be bound by the provisions of this disclaimer clause.
6. Council reserves the right not to proceed with the expression of interest and to decline to discuss the expression of interest further with any parties. No reimbursement of costs will be paid to persons or organisations preparing proposals in relation to this expression of interest.
7. No unsuccessful organisation will be entitled to any redress against Council or in the event that Council permits any amendments or additions to any proposals or enters into any agreement in relation to the Cafe with any other person whether an organisation or not.
8. Nothing in this expression of interest shall fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the premises or Council's land, or the granting of any planning approval or building permit, the approval or certification of any plans of subdivision or consolidation applicable to Council's land or the issue of a statement of compliance in connection with any such plans.
9. Council will treat all material submitted as confidential and will also require all service providers to observe confidentiality