



Terms and Conditions

Licence Period

1.1 Stands will be let for a licence period of 6 months. Thereafter the licence may be renewed on a 6 monthly basis.

1.2 Cabinets will be let for a licence period of 4 months. Thereafter the licence may be renewed on a 4 monthly basis.

1.3 There is no provision for early termination of the licence period by the occupier. At the end of the licence period the licence will be automatically renewed for a further licence period unless the Occupier does not wish to renew the licence in which case they must give 8 weeks notice prior to the termination of the licence.

Licence fees

2.1 The occupier shall pay to the owner an occupancy fee payable monthly in advance (by standing order to the Owners bank account during continuation of the licence period). The occupancy charge will not be varied during the course of the licence period. All renewed licences will be subject to a review of the occupancy charge by the Owner. The Owner must give notice of any alterations to the occupancy charge 8 weeks prior to the commencement of the renewed licence period.

2.2 A commission charge will be levied against the occupier on the sale price of each item sold in their absence. The commission will be charged at the rate of 5 % on total monthly sales in excess of £1500, and at a rate of 6 % on total monthly sales of less than £1500. The commission will be charged at the end of each month and will be either invoiced or deducted from credit card sales. In addition all credit card sales attract a separate commission charge of 4 %.

2.3 A security charge of £8 for stands and £4 for cabinets will be charged per month. This will be paid at the end of each month.

Occupiers undertakings

3.1 The occupier is to exhibit for sale by retail only such antiques of a nature as shall be consistent with the carrying on of an Antiques centre and to carry on the business hereof in a business like manner. The owner reserves the right to exclude any articles which in its absolute discretion it considers to be unsuitable for sale within the premises.

3.2 The occupier shall at all times display a substantial stock of items suitable for carrying on the business described in clause 3.1 hereof and the undertakes that the Stand / Cabinet shall be kept in a clean and tidy condition at all times.

3.3 All articles sold by the Occupier shall comply with any representations given by the occupier and must be labelled with an accurate description and price

3.4 The Occupier shall not do or permit or suffer anything to be done in the said building or any part thereof which may be or become a nuisance to the Owners or other occupiers or their servants customers or visitors.

3.5 The Occupier shall not at any time exceed the area designated as his stand / cabinet and in particular shall not obstruct the passageway around the said Stand / Cabinet nor physically alter in any way the Stand / Cabinet without the consent of the owner.

3.6 The Occupier shall observe and comply with the regulations for the administration or conduct of the said business and the premises and any amendments of the said regulations (if any) as the owner shall from time to time make.

3.7 The owner at all times reserves the right to refuse admission to the premises to any person or persons whatsoever in his absolute discretion.

3.8 The Occupier is to indemnify and keep indemnified the Owner from and against any and all loss damage or liability (whether criminal or civil) suffered and legal costs incurred by the Owner resulting from a breach of these terms and conditions by the occupier including:

3.8.1. Any act or default of the occupiers employees or agents

3.8.2. Breaches resulting in any successful claim by a third party



Exclusion of Liability

4.1 The Owner shall not be liable to the Occupier nor shall the Occupier have any claim against the Owner in respect of.

4.1.1 Any interruption in any of the services supplied to the premises or any part thereof by reason of the carrying out of works of repair or maintenance of any installations or apparatus or damage thereof by fire water act of God or other cause beyond the Owners control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuels materials water or labour or by any reason of any of their servants.

4.1.2 Any act omission or negligence of any employee or other servant of the owner in or about the performance or purported performance of any of his duties in or about the premises or any part thereof, including for the avoidance of doubt any inaccurate descriptions or pricing of articles given by an employee or any other servant of the Owner to the Occupiers customers or any other person.

4.1.3 Loss or destruction of or damage to stock whilst in the premises by fire, storm, theft, malicious persons.

4.1.4 Any disrepair of the premises or any part thereof or any fixture therein

4.1.5 Any articles which are stolen or damaged including if the theft or damage was due to any act omission or negligence of any employee or other servant of the Owner.

Insurance

The Owner is responsible for building and public liability insurance, but is not responsible for insurance of the contents of the Occupants Stand/Cabinet. The Occupier brings articles into the premises entirely at his own risk and is strongly recommended that he insures the contents of his own Stand / Cabinet.

General

6.1 Not to impede in any way the Owner or its officers servants agents in the exercise of the Owners rights of possession or control of the premises and every part of the premises.

6.2 This licence does not create a relationship of landlord and tenant between the Owner and the Occupier and possession and control of the premises and building generally shall at all times remain vested in the Owner and the Occupier shall not have any estate or interest in them or in any part of them.

6.3 The benefit of this licence is personal to the Occupier and not assignable

6.4 The licence shall determine (without prejudice to the Owner's rights in respect of any breach of the undertakings contained in clause 3) on 24 hours notice given by the Owner at any time following any breach by the Occupier of its obligations contained in clauses 2 and 3 or for any other reason at the reasonable discretion of the Owner.

6.5 Any notice to be served on either of the parties by the other shall be deemed to have been received by the addressee within 48 hours of posting or at the time of delivery if hand delivered.

6.6 The owner reserves the right to move any Stand / Cabinet to any part of the premises which they in their absolute discretion deem fit.

6.7 In the event of this agreement being terminated the various obligations of the Occupier under the terms of this agreement shall continue in full force and effect and in particular the Occupier shall remain liable to pay monthly payments referred to in clause 2.1 hereof for the remainder of the period referred to in clause 1 hereof from the date of such termination and in relation to any events which have occurred prior to such termination so that the Owner shall be entitled to recover any damages or other sums due to the Owner and to enforce all the Owner's other rights in respect of the past conduct of the occupier.

6.8 The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this licence shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this licence.

6.9 Each party acknowledges that these terms and conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by other or its employees or agents.