

### **Pop-Up Shop Terms and Conditions**

This scheme is delivered by **Newmarket Charitable Foundation**

Successful applicants will enter into a License agreement with Newmarket Charitable Foundation.

#### **The headline terms and conditions for the pop up are listed below:**

- Licences will run for a minimum period of 2 weeks and a maximum of 12 weeks, unless otherwise agreed with Newmarket Charitable Foundation.
- The cost for rent is discounted to support business growth. The cost per week is £200.00. This is payable in advance and will include rent, service charge, electricity and insurance. This is payable to Newmarket Charitable Foundation.
- You will not be able to terminate during your agreed term. If you need to close due to unforeseen circumstances, you will not receive a refund.
- The Licence fee will be set as an 'all inclusive' figure, payable in advance. If actual utility consumption is higher than average, Newmarket Charitable Foundation reserves the right to levy an additional charge for this. Users will be required to hold insurances covering their proposed use, plus public liability insurance along with a risk assessment.
- If you are selected, dates are agreed with Newmarket Charitable Foundation according to availability and you will be asked to sign the Rental Form, to return within seven days. Newmarket Charitable Foundation will seek to maximise use of the space and will programme it in a way that achieves the objectives best; decisions as to occupiers of the space will be entirely at the discretion of Newmarket Charitable Foundation.
- All participants will be responsible for the space during their use of it and will be expected to leave it clean and secure for the next user.
- The pop-up sites are currently approved for class E use.
- No structural changes or alterations to the premises are permitted.
- There will not be an on-site manager – users are expected to operate self-sufficiently. Remote support and ad hoc on-site support will be available during office hours.
- All applications must be led by someone over the age of 18.
- Furniture/fixtures and fittings are to be provided by the occupier.
- No items can be placed on the exterior pavement area – all marketing and sales items must be within the shop premises.

**The space can be open for trading between 8am to 6pm, Mon – Sat. Trading can take place between core hours of 10am-4pm. Normal Sunday trading laws will apply.**

The applicant must always trade within the law, and shall not trade in any activity listed below:

- Nude/ semi-nude modelling
- Nail bar or Beauty Salon
- Products relating to Tarot and Psychic Readings.
- Witchcraft, wizardry, and spell relating products
- Alternative Holistic therapies, or those with mantra towards spells
- Gambling
- Liquor and or tobacco products.

- Offering sexual services of any kind
- Pornography
- The promotion of religious or political views
- Firearms / Fireworks
- Any other illegal or immoral activity

### **During period of the Term**

The Pop-up shop should be acknowledged in any marketing material relating to your occupation.

The successful applicant must vacate at the end of the licence period.

Newmarket Charitable Foundation reserves the right to terminate the licence with immediate effect should any of the terms of occupancy be breached. The decision will be final in this regard.

### **Insurance**

The occupant is responsible for the insurance of the contents, fixtures, and fittings. Cascades Ventures will not be held responsible for any lost, stolen, or damaged contents.

The occupant must keep all necessary insurance relating to their activity, covering.

### **Public Liability insurance to the value of £5 million**

Newmarket Charitable Foundation reserve the right to decline applications that they determine do not meet with the objectives of the criteria; as outlined in the terms and conditions.

Should a large volume of applications be received, the successful applicant will be decided by the partners involved, following assessment, and scoring of all the applications received. You may be asked for interview should officers feel additional information is required. The selection of any pop-up shop occupier will be at the partners absolute discretion.

It is the applicant's responsibility to ensure that all relevant regulatory bodies have been consulted and licenses achieved. This may include (but not exclusively) planning, licensing, environmental health and building control. An agreement will not be made if permissions required are not in place.