

The Ginnel Antiques Centre

Terms and Conditions

1 Licence Period

1.1 Stands will be let for an initial term of 6 months.

1.2 Cabinets will be let for an initial term of 4 months.

1.3 At the end of the initial rental term, the licence will automatically be renewed for a further equal term on an ongoing basis.

1.4 There is no provision for early termination of the initial rental period by the Occupier. If the Occupier does not wish to renew the licence they must give notice 2 months prior to the end of the initial term.

1.5 If the Occupier wishes to terminate their occupancy at any time after the end of the initial rental period, they must give 2 months notice or make a payment in lieu.

2 Payments

2.1 The Occupier shall pay to the Owner an occupancy charge payable monthly in advance (by standing order to the Owner's bank account).

2.2 The occupancy charge will not be varied during the course of the initial rental term. All renewed occupancies may be subject to a review of the occupancy charge by the Owner. The Owner must give 2 months prior notice of the introduction of any alterations to the occupancy charge to the Occupier.

2.3 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 6 % on total monthly sales up to £1500 and then at a rate of 5 % on that proportion of monthly sales above £1500. Sale receipts will be paid to the Occupier at the end of each month, following the deduction of commission charges.

2.4 In addition all card sales attract a separate commission charge of 4%.

3 Occupiers' undertakings

3.1 The Occupier shall exhibit for sale only such items as shall be consistent with the business of an Antiques Centre. 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 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 conduct their trade in an honest and business-like manner and not do or permit or suffer anything to be done in the premises of the Antiques Centre or the immediate environs thereof which is or may become a nuisance to the Owners or other Occupiers or their Employees, 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 and 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 Occupier's employees or agents

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

3.9 The Occupier shall not impede in any way the Owner or its Officers Employees or agents in the exercise of the Owner's rights of possession or control of every part of the premises.

4 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 to any installations or apparatus or damage thereof by fire, water, act of God or other cause beyond the Owner's 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.

4.1.2 Any act, omission or negligence of any Employee or any other agent of the Owner in the performance or purported performance of any of his duties in the premises or the immediate environs thereof, including for the avoidance of doubt any inaccurate descriptions or pricing of articles given by an Employee or other agent of the Owner to the Occupier's customers or any other person.

4.1.3 Loss, destruction of or damage to stock whilst in the premises by fire, storm, theft, malicious persons including if the loss, destruction or damage was due to any act, omission or negligence of any Employee or other agent of the Owner.

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

5 Insurance

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

6 General

6.1 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 any part of them.

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

6.3 The licence shall terminate (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.

6.4 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.

6.5 The Owner reserves the right to move any Stand/Cabinet to any part of the premises which they in their absolute discretion deem reasonable.

6.6 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.

6.7 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.

6.8 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 the other party or its Employees or agents.