

Licence for marketing use of mall space

PARTICULARS

"Licensor"	Test Valley Borough Council, Beech Hurst, Weyhill Road, Andover, SP10 3AJ
"Licensee"	The Customer detailed on the Booking Form
Licensed Area	The Location set out under "Facilities" on the Booking Form
Licence Fee	The amount shown as "Total Cost" on the Booking Form
Licence Period	The dates and times shown under "Booking details and cost breakdown" on the Booking Form (subject to termination in accordance with the Licence Conditions).
Permitted Use	The use specified under "Type of Event" on the Booking Form
Licence Agreement Date	The date shown as "Printed at" on the Booking Form

**This Licence takes effect when the Licensor accepts a Booking submitted by an Applicant.**

**In consideration of the Licence Fee, the Licensor agrees to grant a licence to occupy the Licensed Area to the Licensor in accordance with the above details and the Licence Conditions attached.**

- **This Licence is only valid upon proof of the appropriate Public Liability Insurance covering the dates above.**
- **Please advise prior to above promotion date, if you require power.**
- **Any electrical items brought to site must be accompanied by a valid PAT test certification for verification before use by Chantry Centre Management Team. Without proof of appropriate PAT certification electrical items will not be permitted for use in the Centre.**
- **Set up/take down of promotion to be carried out when the Chantry Centre is closed to the public, i.e. before 08:00 hrs or after 17:30 hrs – by prior arrangement with Centre Management (telephone 01264 361165)**

## **LICENCE CONDITIONS**

### **1. Definitions**

1.1. The following definitions shall apply in this Licence:-

Applicant	A person wishing to submit a Booking
Booking	A request to use a part of the Chantry Centre submitted by an Applicant through the Booking System
Booking Form	The Booking Form issued electronically to an Applicant by the Licensor following acceptance of a Booking
Chantry Centre	The Chantry Centre, Andover, Hants, SP10 1LX
Centre Equipment	Any equipment owned by the Licensor and provided to the Licensee in connection with the permitted occupation including in particular (if so provided) any retail merchandising unit.
Conditions	These Licence Conditions.
Licensed Area	The part of the Chantry Centre, Andover detailed in the Particulars (numerical references refer to the locations as shown in the Licensor's document "Chantry Centre Commercial Opportunities").
Licensee's Equipment	Any equipment, materials or other goods used by the Licensee in connection with this Licence.
Licence Fee	The fee specified in the Particulars.
Licence Period	The Licence Period set out, subject to earlier termination in accordance with these Conditions.
Operations Manager	The Licensor's Operations Manager or her authorised representative.
Particulars	The details set out above.
Permitted Use	The use set out in the Particulars

### **2. Licence to Occupy**

2.1. The Licensee understands and agrees that:-

- 2.1.1. this licence constitutes a permission to occupy the Licensed Area only;
- 2.1.2. there is no intention on the part of the Licensor to grant a tenancy of the Licensed Area;
- 2.1.3. the Licensor retains control, possession and management of the Licensed Area at all times and may grant other licences to other persons to occupy the Licensed Area;
- 2.1.4. the Licensee does not have exclusive possession of any part of the Licensed Area or the Chantry Centre and has no power to exclude any person from the Licensed Area or the Chantry Centre;
- 2.1.5. any occupation of the Licensed Area is on the basis of a licence only.

### **3. Action Prior to Commencement of Licence Period**

3.1. Prior to the commencement of the Licence Period, the Licensee shall:-

- 3.1.1. Provide proof of public liability cover in accordance with these Conditions;
- 3.1.2. Notify the Operations Manager if electrical power is required;
- 3.1.3. Obtain all consents and permissions required by law or for the lawful use of any rights owned by any other person.
- 3.1.4. Provide such risk assessments and method statements as the Operations Manager may require in connection with the occupation permitted by this Licence.
- 3.1.5. Pay the Licence Fee.

### **4. Payment of Licence Fee**

- 4.1. Save as otherwise agreed by the Licensor or the Operations Manager in writing, the Licence Fee shall be paid no later than the start of the Licence Period in cleared funds.
- 4.2. The Licence Fee shall be exclusive of VAT which may be chargeable. Where VAT is chargeable, the Licensee shall also pay the VAT due.

### **5. Licensee's Obligations**

The Licensee shall:-

- 5.1. Use the Licensed Area for the Permitted Use only and for no other purpose.
- 5.2. Observe and comply with the requirements of this Licence and any other directions or instructions issued by the Licensor or the Operations Manager.

- 5.3. Obtain and maintain throughout the Licence Period public liability insurance in accordance with the requirements of Condition 6.
- 5.4. Keep the Licensed Area tidy and free from litter.
- 5.5. Keep any Centre Equipment clean and tidy.
- 5.6. Remove all refuse generated as a result of the occupation by the Licensee from the Chantry Centre at the end of each day's trading or otherwise disposed of as specified by the Operations Manager.
- 5.7. Comply with all legal rules and requirements affecting the Chantry Centre or the exercise of the rights granted by this Licence;
- 5.8. Not disclose the terms of this Licence to any other person without the prior written consent of the Licensor.
- 5.9. Not do anything or permit anything to be done which in the opinion of the Licensor (whose decision shall be final) may be a nuisance annoyance or disturbance to or in any way interfere with the quiet enjoyment of the Chantry Centre by the Licensor, tenants of the Chantry Centre, or the public.
- 5.10. Be responsible for the Licensee's Equipment and its installation and use throughout the Licence Period.
- 5.11. Be responsible for the Centre Equipment throughout the Licence Period and make good any damage sustained to the Centre Equipment while the Centre Equipment is in the charge of the Licensee.
- 5.12. Remove all Licensee's Equipment from the Chantry Centre at the end of each trading day and at the end of the Licence Period.

## **6. Insurance**

- 6.1. The Licensee shall put in place prior to the commencement of the Licence Period public liability insurance in the sum of not less than £5,000,000 and maintain such insurance throughout the Licence period. The Licensee shall produce evidence of such insurance to the Operations Manager before the commencement of the Licence Period and at any other time on request.
- 6.2. This Licence shall not valid if the Licensee has not complied, or is not complying, with the requirements of Condition 6.1 above (save where otherwise expressly stated in writing by the Council or the Operations Manager).

## **7. Licensee's Equipment**

- 7.1. Any electrical items brought to site must be accompanied by a valid Portable Appliance Test (PAT test) certification for verification before use by Operations Manager.
- 7.2. Without proof of appropriate PAT certification electrical items will not be permitted for use in the Chantry Centre.

## **8. Access and Set-Up/Take Down**

- 8.1. Access to the Chantry Centre shall be as directed by the Operations Manager.
- 8.2. Set up and take down of the promotion shall be carried out only when the Chantry Centre is closed to the public, i.e. before 08:00 hrs or after 17:30 hrs.

## **9. Indemnity**

- 9.1. The Licensee shall indemnify the Licensor against all claims, losses, damage, damages costs and expenses incurred as a result of :-
  - 9.1.1. A breach by the Licensee of the terms of this Licence;
  - 9.1.2. Any damage to the Chantry Centre as a result of the occupation of the Licensed Area by the Licensee;
  - 9.1.3. Any damage to the Centre Equipment occurring while such Centre Equipment is in the charge of the Licensee.

## **10. Limitation of Liability**

- 10.1. Save as may be prohibited by law, the Licensor excludes all liability for any losses claims damage, damages, costs and expenses incurred by the Licensee as a result of the Licensee exercising the rights under this Licence.

**11. Waiver**

11.1. Any failure on the part of the Licensor or the Operations Manager to enforce the Licensor's rights under this Licence or exercise any power herein shall not be treated as a waiver of such rights.

**12. No Assignment**

12.1. This Licence is personal to the Licensee and may not be assigned to any other person.

12.2. No person other than the Licensee shall be permitted to exercise any of the rights under this Licence.

**13. Cancellation**

13.1. The Licensor may cancel or postpone this Licence at any time prior to the commencement of the Licence Period, subject to repaying the Licence Fee to the Licensee.

13.2. The Licensee may cancel this Licence by written notice to the Operations Manager, subject to paying the following cancellation charges:-

13.2.1. Four weeks' notice prior to the commencement of the Licence Period - £0

13.2.2. All other cases – 100% of the Licence Fee

**14. Termination**

14.1. The Licensor may terminate this Licence immediately on notice in the event of a breach of this Licence (but without prejudice to any action in respect of such breach);

14.2. Without prejudice to Condition 14.1 above, the Licensor may terminate this Licence or postpone the rights granted under it by serving seven days' written notice on the Licensee where the Licence Period has commenced.

14.3. Where the Licence is terminated under 14.2 above, the Licensee shall be entitled to a pro rate reimbursement of the Licence Fee equivalent to the part of the Licence Period that remains after the Licence is terminated.