

## **LICENCE**

**between**

**Scottish Widows plc registered office 69 Morrison Street Edinburgh EH3 8YF and  
Lloyds Bank SF Nominees Ltd registered office 48 Chiswell Street London EC1Y 4GR.**

**and**

**Dated:**

Relating to Retail Merchandising Unit at  
The Mill Gate Shopping Centre,  
Bury, Lancashire, BL9 0QQ



Bury's Shopping Centre



**The Malls:** the pedestrian areas within the Centre by which visitors to The Centre gain access to the shops at The Centre

## 2. **RMU LICENCE**

In consideration of the Trader paying The Licence Fee in advance on the first day of each month during the Licence Period (or the Licence Start Date in the case of the first payment) The Licensor shall provide an RMU to the Trader and shall specify a location within The Malls at The Centre (which may change from day to day) for the position of the RMU and shall allow the Trader to use the RMU at the location from time to time specified for the Permitted Use during The Centre Opening Hours on The Centre Opening Days.

## 3. **TERMINATION OF LICENCE BY THE LICENSOR**

The Licensor may terminate this Licence at the following times and in the following circumstances:

- 3.1 At any time without notice if the Trader has not paid The Licence Fee on each date specified for payment in this Licence;
  - 3.2 At any time without notice if the Trader has failed to comply with the conditions in this Licence;
  - 3.3 At any time without notice if the Licensor learns that the Trader has any criminal conviction and/or trading history which in the opinion of the Licensor makes the Trader an unsuitable trader for The Centre;
  - 3.4 At any time without notice if the Trader becomes insolvent;
  - 3.5 At any time on seven (7) days written notice if the Licensor requires the termination of this Licence for purposes connected with the management and/or development of The Centre except in cases of emergency when no notice shall be required and in such circumstances such part (if any) of The Licence Fee and Service Charge as has been paid for the period beyond the date of termination will be repaid to The Trader;
  - 3.6 At any time without notice if the owner of The Centre has terminated Jones Lang LaSalle's appointment as its agent and in such circumstances such part (if any) of The Licence Fee and Service Charge as has been paid for the period beyond the date of termination will be repaid to The Trader;
  - 3.7 At any time after enter licence start date by giving not less than seven (7) days written notice to The Trader and in such circumstances such part of The Licence Fee and Service Charge (if any) as has been paid for the period beyond the date of termination will be repaid to The Trader];
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3.8 Jones Lang LaSalle have given seven (7) days notice for any reason.

Provided that if the Licensor terminates this Licence pursuant to clause 3.1 3.2 3.3 or 3.4 the Trader shall pay to the Licensor a sum equivalent to six weeks' Licence Fee as compensation.

#### **4. TERMINATION OF LICENCE BY TRADER**

The Trader may terminate this Licence at the following times and in the following circumstances:

- 4.1 At any time by giving not less than one (1) month's written notice to The Centre Manager;
- 4.2 At any time by giving written notice to the Licensor if The Centre has been closed for a continuous period of seven (7) days during The Centre Opening Hours and remains closed at the date of the Tenant's notice;
- 4.3 At any time by giving not less than seven (7) days written notice if The Centre Manager requires the RMU to be materially relocated to an alternative location within The Malls that is substantially less suitable for The Trader to trade from the RMU;

and in the circumstances set out in 4.1 4.2 and 4.3 such part ) (if any) of The Licence Fee and Service Charge as has been paid for the period beyond the date of termination will be repaid to The Trader provided that if the Trader signs this Licence prior to the Licence Start Date and fails to trade from the Licence Start Date the Licensor shall demand and the Trader shall pay liquidated damages equivalent to three months Licence Fee such sum being an agreed re-estimate of the licensor's likely lost income from the RMU.

#### **5. CONSEQUENCES OF TERMINATION**

- 5.1 On the termination of this Licence The Trader shall remove its goods and other property from the RMU and The Centre and return the RMU and any other property belonging to the Licensor to The Centre Manager.
- 5.2 The termination of this Licence will not affect liability on the part of The Trader for any failure to comply with the conditions in this Licence before the date of termination.

#### **6. ALIENATION PROHIBITED**

This Licence granted by the Licensor to the Trader is personal to the Trader and the Trader shall not assign this Licence or grant Sub-Licences or allow any other party to use the RMU.

#### **7. NO TENANCY SECURITY OF TENURE OR PARTNERSHIP**

- 7.1 The Trader agrees with the Licensor that it is not intended to create any tenancy agreement by this Licence nor is it intended to confer any security of tenure upon the Trader or any entitlement to occupy any particular location within The Centre.
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7.2 The Trader agrees with the Licensor that this Licence does not create any trading partnership either between the Trader and the Licensor.

## 8. **ASSIGNMENTS BY THE LICENSOR**

8.1 The benefit of this Licence may be assigned to any new owner of The Centre either by the Licensor.

8.2 The Licensor may assign this Licence to any new agent appointed by the owner of The Centre to act on its behalf in relation to the licensing and/or management of RMUs

## 9. **FINANCIAL INFORMATION**

The Trader shall keep proper details and records of its sales from the RMU for each day of trade and shall provide such information to The Centre Manager on a monthly basis and more frequently if requested with such supporting evidence as The Centre Manager may require

## 10. **CONDITIONS OF LICENCE**

Throughout the Licence Period the Trader shall comply with the following conditions and shall procure that its staff comply with those conditions which are relevant to such staff

### 10.1 Payments

10.1.1 The Trader shall pay The Licence Fee and the Service Charge in advance on or before the first day of each month during the Licence Period (or the Licence Start Date in the case of the first (or only) payment) and such payment shall be made payable to AMAS Ltd and paid by cheque bankers draft or electronic bank transfer as The Centre Manager requires but The Centre Manager shall not be obliged to accept cash. The Licence Fee and Service Charge shall be paid without any deduction or set-off;

10.1.2 The Trader shall pay any Value Added Tax due on any payments arising under this Licence;

10.1.3 In the event that any payment due from the Trader under this Licence is late then the Trader shall also pay interest for each day between the date when the payment fell due and the date when payment is actually made at a rate of 4% per annum above Barclays Bank Plc Base Lending Rate base rate such interest to be payable after as well as before any judgment;

10.1.4 The Trader shall pay to the Licensor the cost of making good any damage caused to the RMU and/or The Centre and/or any other property belonging to the Licensor

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by the Trader or its staff and/or the cost of making good any damage resulting from a breach of the Trader's obligations in this Licence;

10.1.5 The Trader shall on demand reimburse to the Licensor any expenditure (including enforcement costs) which the Licensor incurs as a result of any failure on the part of the Trader to perform its obligations under this Licence and/or where the Licensor incurs any expenditure at the request and on behalf of the Trader;

10.1.6 The Trader shall pay the Security Deposit to The Centre Manager on the Licence Start Date and such payment shall be made payable to Amas Ltd/ RMU Deposits and paid by cheque bankers draft or electronic bank transfer, as The Centre Manager requires. The Security Deposit shall be repaid to the Trader following the date of termination of this Licence less any amounts deducted from it in respect of any outstanding payments payable by The Trader under this Licence and the costs of making good any damage referred to in this Licence;

10.1.7 In the event that the Trader is in breach of any of its obligations relating to the Set Up of the RMU the delivery and/or removal of merchandise to and/or from The Centre and/or the parking of vehicles at The Centre then the Licensor shall be entitled to demand and the Trader shall pay liquidated damages of £30 for each incident. The damages being an agreed pre-estimate of the cost of lost management time that result from these types of incident;

10.1.8 In the event that the RMU and/or its site from time to time becomes subject to general or other rates the Trader shall pay them throughout the Licence Period. If the RMU and/or its site becomes subject to a rating assessment which also affects other RMU's and/or property then the Trader shall pay and/or reimburse to the Licensor a reasonable proportion. If requested by and at the cost of the Licensor The Trader shall join with the Licensor in making objections to any rating assessment;

10.1.9 RMU traders are required to be open for business during the Trading Hours. The Trader shall ensure arrival at the Centre with sufficient time to commence trade in line with the Trading Hours. Failure to do so may result in a £10 charge.

## 10.2 Insurance

10.2.1 With effect from the Licence Start Date the Trader shall maintain public liability insurance with an insurer of repute for cover of not less than £5m and shall produce evidence of such insurance to The Centre Manager on demand;

10.2.2 If the Trader employs any staff to trade from or stock the RMU the Trader shall maintain employers liability insurance and shall make the certificate of insurance available for inspection by The Centre Manager on demand.

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### 10.3 Termination

In the event of this Licence being terminated the Trader shall

- 10.3.1 Remove its stock and any other property from the RMU and The Centre immediately and leave The Centre Provided Always that if the Trader has not removed any such items within seven (7) days of the termination of this Licence the Licensor shall be at liberty to treat such items as abandoned and to be of no value and to dispose of them without claim from or liability to the Trader and the Trader agrees that it will not make any claim in relation to such disposal;
- 10.3.2 Return RMU and any other property belonging to the Licensor to The Centre Manager immediately;
- 10.3.3 Pay any outstanding Licence Fees costs expenses damages and interest and the payment referred to in clause 3 to the Licensor immediately.

### 10.4 Laws Regulations and Conditions

- 10.4.1 The Trader shall at its own expense obtain any licences or permits which are required for the lawful conduct of its trade at The Centre;
- 10.4.2 The Trader shall comply with all laws and statutory regulations relating to its use of the RMU and the conduct of its trade at The Centre including any laws and statutory regulations relating to the employment of staff;
- 10.4.3 The Trader shall comply with the rules set out in the Schedule attached to this Licence and shall provide a copy of such rules to any of its staff engaged to trade from or stock the RMU and shall procure that such staff comply with the rules;
- 10.4.4 The Trader shall comply with any safety security and emergency procedures which are operated at The Centre;
- 10.4.5 The Trader shall comply with any rules or regulations which The Centre Manager shall impose in relation to the management of The Centre from time to time.

### 10.5 Confidentiality

The Trader shall not disclose the terms of this Licence except to the extent necessary by law or to comply with it.

## 11. STORAGE AND EQUIPMENT SUPPLEMENT

- 11.1 In the event that the Licensor allows the Trader to have the use of any storage facility or other equipment in addition to the RMU the Trader shall comply with any conditions relating to such use and if the Trader is in breach of any such conditions the Licensor shall be entitled to treat such breach as a breach of the terms of this Licence.
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11.2 The Trader shall use only equipment supplied by the Licensor and the Trader shall not use its own equipment at the RMU.

**12. ACKNOWLEDGEMENT**

The Trader acknowledges that the RMU belongs to the Licensor and The Trader shall not alter or cause any damage to the RMU.

**13. INDEMNITIES**

The Trader shall indemnify the Licensor from and against any claims demands costs expenses and losses which arise as a consequence of:

13.1 The breach of any laws or statutory regulations by the Trader;

13.2 The breach by the Trader of any of the terms and conditions of this Licence.

**14. APPLICATION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

14.1 It is not intended that any person shall be entitled to enforce any provisions of this Licence who would not have been so entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999.

14.2 It is intended that the owner of The Centre shall be entitled to enforce the conditions of this Licence directly instead of by its agent The Licensor.

Online Sample (millgatebury.co.uk)

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## **SCHEDULE 1**

### **Rules for RMUs at The Centre**

The following rules apply to the use of RMUs at The Centre and a copy of them must be provided by the Trader to any employees of the Trader working at the RMU. The Trader acknowledges that the purpose of these rules is to enable the Licensor to manage The Centre and to endeavour to create a pleasant and attractive shopping environment at The Centre for the benefit of traders and visitors. The Trader acknowledges that a failure on its part to comply with these rules may be detrimental to those purposes.

#### **1. Trading Times Access and Departure**

- 1.1 The Trader shall ensure that it has arrived at The Centre prior to the Centre Opening Hours with sufficient time to set up the RMU so as to be ready to commence trading immediately The Centre opens to the public.
- 1.2 The Trader shall comply with any regulations notified by The Centre Manager in relation to the time at which access will be permitted to traders in order to set up
- 1.3 The Trader shall open for trade with effect from the time that The Centre opens to the public and shall actively trade from the RMU until the time that The Centre closes to the public. The Trader shall not attempt to trade from the RMU after the time when The Centre closes to the public without prior approval from The Centre Manager.
- 1.4 The Trader shall secure the RMU following close of trade and ensure that it has vacated The Centre by the time that The Centre is closed for trader access and in departing The Centre shall comply with such procedures for departure as The Centre Manager shall impose from time to time.

#### **2. Positioning of the RMU**

- 2.1 At the start of this Licence The Centre Manager shall position the RMU in the specified location within The Malls at The Centre.
- 2.2 During the Licence Period the Trader shall on not less than 24 hours notice from The Centre Manager (but in case of emergency on immediate notice) remove its merchandise and other goods from the RMU to enable The Centre Manager to move the RMU to an alternative specified position with The Malls at The Centre.
- 2.3 The Trader shall not move the position of the RMU.

#### **3. Movement of Goods and Materials**

- 3.1 The Trader will only bring its delivery and collection vehicles to designated service areas at designated service times as notified by The Centre Manager from time to time.
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- 3.2 Any goods and materials being brought into The Centre from the designated service areas and/or being removed from The Centre will be transported via designated service routes and goods lifts as notified by The Centre Manager from time to time.
- 3.3 Any goods and materials being brought into or removed from The Centre will be carried or transported by wheeled cart and/or sack truck and not dragged.
- 3.4 All carts and sack trucks used for transporting goods and materials must have rubber tyres and where carts and sack trucks are to be used within The Malls they must have pneumatic tyres. Carts and sack trucks will be operated and used in accordance with any regulations notified by The Centre Manager from time to time.
- 3.5 During the process of making deliveries and collections the Trader shall ensure that it does not cause any undue obstruction of service areas and the access routes to and from them and all motor vehicles are to be removed promptly from the service area and motor vehicles must only be parked in designated and permitted parking areas in the Service Area.
- 3.6 The Trader authorises The Centre Manager to tow-away or otherwise remove any vehicle left in breach of these conditions.
- 4. Set Up and Appearance of RMU**
- 4.1 When the RMU is set up the goods and materials on it must be of good quality and attractively displayed so as to create an appearance that is in keeping with a high quality shopping centre.
- 4.2 The RMU must be set up and ready for trade sufficiently early to enable trade to commence as soon as The Centre is opened to the public.
- 4.3 Connections to the electricity supply at The Centre will only be made with the approval of The Centre Manager and cables will be positioned so as to avoid causing a tripping hazard and so as to avoid an unsightly appearance. If required cables will be covered by suitable cable covers.
- 4.4 No signs banners placards or advertising displays will be placed on or attached to the RMU without the prior approval of The Centre Manager which will not be unreasonably withheld or delayed in the case of material of an appropriate size which is neat and tidy in appearance professionally produced and inoffensive in content. Handwritten notices and posters will not be permitted. Helium balloons must not be attached to the RMU.
- 4.5 Displays at the RMU must not exceed 5 feet in height from The Mall floor if they stand proud of the RMU and otherwise if they are within the RMU they must not be any higher than the roof of the RMU.
- 4.6 Transfers and stickers must not be attached to the RMU.
- 4.7 Any boxes packing materials and spare goods must be kept out of sight within the storage locker in the RMU. Materials must not be placed on The Mall floor around the RMU.
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- 4.8 Refuse and waste must be stored discretely at the RMU in accordance with The Centre Manager's directions and then removed to bins provided at The Centre for that purpose or alternatively left at the RMU for collection as The Centre Manager directs from time to time. Refuse and waste from the trading activities at the RMU must not be placed in the litter bins placed within The Malls for the use of visitors to The Centre.
- 4.9 There shall be no displays or materials on the RMU which are of an obscene or offensive nature in which respect The Centre Manager's decision shall be final and binding.
- 4.10 The Trader must ensure that the RMU appears clean and tidy at all times and any damage must be reported immediately to The Centre Manager. The Trader must pay the cost of making good any damage to the RMU.
- 4.11 The Trader will clean the RMU as often as required but in any event not less than once a week.
- 4.12 Before commencing trade the Trader will ensure that there is a properly printed notice neatly presented framed and covered with glass or good quality clear plastic which states the Trader's policy in relation to credit cards and the return of goods.

## **5. Use of the RMU and The Malls**

- 5.1 The Trader shall use the RMU for the Permitted Use only. The Trader shall actively trade from the RMU during the hours which The Centre is open to the public.
- 5.2 The Trader shall not attempt to solicit trade by calling to visitors within The Centre and/or "hawking".
- 5.3 The Trader shall greet customers and potential customers in a polite manner and shall not act in any way which is intimidatory threatening lewd or in any way discriminatory on grounds of gender sexual preference race colour nationality religion disability or age.
- 5.4 The Trader shall not play music at the RMU or operate flashing lights or other electronic or mechanical devices which create noise and/or are designed to attract attention.
- 5.5 The Trader shall not have a television and/or games console at the RMU nor play any computer games.
- 5.6 The shelves on the RMU shall be used for displaying merchandise only and where shelves are empty The Centre Manager shall be entitled to remove them without notice.
- 5.7 The Trader will not cause any obstruction nuisance or annoyance within The Malls.
- 5.8 The Trader will not use the RMU or The Malls as a location for meeting family and/or friends and/or for socialising the Trader acknowledging the purpose of the RMU is to conduct trade actively pursuant to the Permitted Use.
- 5.9 The Trader shall not attach advertising or marketing material to any structures of The Mall and shall not place any such material in The Mall. Any permitted advertising material shall be contained on the RMU.
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5.10 At all times the Trader shall behave in a reasonable and considerate manner and have due regard to the visitors and other traders at The Centre. The Trader shall immediately comply with any request made by The Centre Manager in relation to the Trader's behaviour.

## **6. RMU Staff**

6.1 The Trader shall ensure that any staff employed at the RMU are capable and competent and that if the Trader is not personally present at the RMU an appropriate member of staff will be in attendance at all times.

6.2 The Trader and the Trader's staff shall dress smartly so as to create a professional impression and one which is appropriate to a high quality shopping centre and in particular the Trader and the Trader's staff shall not wear ripped or soiled clothing jeans vests T-shirts with writing on football shirts or training shoes. The Trader and the Trader's staff shall not wear any face-paint makeup clothing or badges or display facial or body piercing or tattoos which is/are inappropriate or inconsistent with The Licensor's desire to create a high quality shopping environment and in this regard the decision of The Centre Manager as to whether any such item or feature is acceptable shall be final.

6.3 The Trader and the Trader's staff shall be polite respectful and considerate to the public other traders and Centre Management staff at all times.

6.4 The Trader and the Trader's staff shall not read (except in connection with the Trader's business at the RMU) nor consume food or drink while they are in attendance at the RMU.

6.5 The Trader and the Trader's staff shall not smoke at The Centre.

6.6 The Trader and the Trader's staff shall not park any motor vehicles in any car park at The Centre intended for customer use.

6.7 In the event that any of the Trader's staff are to be left at the RMU unsupervised and/or are to have management responsibilities in relation to the Trader's business then the Trader shall provide their address and telephone number to The Centre Manager for emergency contact purposes such details being provided in relation to the Trader in any event.

6.8 The Trader shall ensure that each member of its staff is given a copy of the Rules and that they understand them and comply with them at all times.

## **7. Use of Seating**

7.1 It is not intended that the Trader or its staff will ordinarily be seated while in attendance at the RMU but sitting down is permitted during quiet periods within The Mall where the RMU is positioned but only if the Trader has no customers. Appropriate exceptions will be made in the case of individuals suffering from disability.

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7.2 Mall furniture will not be used by the Trader and its staff and if the Trader or the Trader's staff require chairs they must either be of a form approved by the Centre Manager or of the form (if any) available for hire from the Licensor.

7.3 At all times when The Mall within which the RMU is located is busy and at any other time when any permitted chairs are not being used they will be stored away within the storage locker of the RMU so as not to be on display.

## 8. **Storage**

8.1 Any spare stock which is not on display on the RMU must be stored away out of sight within the storage locker of the RMU.

8.2 Outside of the trading hours if the RMU has a suitable storage locker the Trader's stock is to be stored away within the storage locker or at the discretion of the Trader removed from The Centre.

8.3 In the event that the Trader is provided with a storage facility at The Centre separate from the RMU then stock may be stored in that storage facility (subject to any storage conditions) in addition to the storage facility in the RMU or at the discretion of the Trader removed from The Centre.

8.4 The Licensor shall not have any responsibility to the Trader in respect of any goods or materials stored at The Centre nor shall it have any liability to the Trader in relation to any loss of goods or materials stored at The Centre.

## 9. **Security**

9.1 The Trader is responsible for the security of the RMU and any goods or materials stored at the RMU both during and outside The Centre Opening Hours.

9.2 Where the Trader is issued with a cover for the RMU the Trader will fit such cover when The Centre closes to the public and shall either provide suitable locks for the cover or use the locks supplied by the Licensor (if any).

9.3 The Trader will be responsible for the cost of the removal and/or replacement of such locks if either the locks or the keys to the locks are lost.

9.4 The Trader will provide a suitable and safe footstool where necessary to enable the cover to be safely placed on the RMU and the Trader shall ensure that such footstool is correctly used by any of its staff who are responsible for fitting the cover.

9.5 After the cover has been fitted any footstool will be stored away in the storage compartment of the RMU.

9.6 The Trader will pay the cost of any damage caused to the cover of the RMU.

9.7 The Trader shall provide its own cash register and/or till or may hire one from The Licensor and in either case will be responsible for its security.

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9.8 The Trader will be responsible for the security of all cash taken at the RMU. No cash will be left at the RMU when it is unattended and no cash will be left at the RMU outside of The Centre Opening Hours. The Trader will make its own arrangements for the safe and secure removal and movement of cash and the Licensor shall not be responsible for providing any security or deposit arrangements in relation to the Trader's cash.

This Licence is signed by a representative of Jones Lang LaSalle on behalf of the owner and the Trader to record their agreement to the terms and conditions of this Licence. The Trader also acknowledges receipt of two copies of the Rules in the Schedule and agrees that a copy of those will be provided to the Trader's staff working at the RMU with an instruction to comply with them.

Signed: \_\_\_\_\_  
The Trader or where the Trader is a (print name) Date  
a limited company the Authorised Signatory  
for the limited company

Signed: \_\_\_\_\_  
Signed by Jones Lang LaSalle for and (print name) Date  
on behalf of Scottish Widows Plc and  
Lloyds Bank SF Nominees Limited

Online Sample (millgatebury.co.uk)