

WELLINGTON TOWN COUNCIL



**Wellington Pop Up Shop
31 Fore Street, Wellington, TA21 8AG**

Licensee Handbook



Contacts: Wellington Town Council Office: 01823 662855
(Monday to Friday: 9am – 12noon)
28 Fore Street, Wellington, TA21 8AQ
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Emergency: Nancy Powell-Brace: 07896 856294
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1. Introduction

- This handbook is provided to the Pop-up Shop licensee by Wellington Town Council (hereafter referred to as WTC in this handbook).
- This handbook is a living document and will be changed as required as WTC gains experience in operating the pop-up shop.
- Any changes to this handbook will only have effect when they are included in the latest electronic version of the handbook (as held by WTC Staff).
- Hand written annotations to printed copies of the handbook are not acceptable and have no effect.
- This handbook describes the facilities provided by the pop-up shop including:
 - Terms and conditions
 - How the facilities of the shop should be used;
 - Procedures
 - Operating instructions
- It should be read in conjunction with the conditions in the licence granted by Wellington Town Council to people wishing to rent the shop
- Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from Wellington Town Council Office.

2. Contact Details

- Wellington Town Council 28 Fore Street, Wellington, TA21 8AQ
Email: info@wellingtontowncouncil.co.uk
Tel: 01823 662855
- Emergency contacts Nancy Powell-Brace: 07896 856294 or Mark Lithgow: 07742 650665

3. Booking the Shop

Length of Bookings

- Bookings are from Monday to Saturday and can be made for periods of;
 - One week
 - Two weeks
 - One month (30 days)
- Bookings for longer periods to be discussed with WTC.
- Sunday is a hand-over day. Timings when leaving and arriving to be arranged with WTC.

Cost

	WEEKLY	MONTHLY
Tariff 1: Registered Charities or non-profit Organisations. Promoting awareness & engagement	Utilities	Utilities
Tariff 2: All other enterprises	£150.00 + Utilities	£500.00 + Utilities

- A deposit of £100 is required at the time of booking, and is required to guarantee the space within the shop.
- On receipt of the booking application form, WTC will decide the tariff to be charged for the booking.

Pre-viewing the Shop

- By arrangement with WTC

Advertising

- Pre-advertising will be the responsibility of the Licensee.
- Advertising in the windows of the Shop is allowed providing it meets the requirements of advertising standards and District Council planning rules.

Insurance

- The Licensee must obtain public liability insurance covering their occupation and operation of the shop as a retail premises. A copy of the public liability insurance must be provided to WTC before the shop is occupied. (see clause 5.1.7 of the Licence – minimum cover £5 million)

Facilities

- The facilities provided are for the use of the licensee, staff and invited people only. Please note that the selling or provision of food and beverages to the public is NOT allowed. WTC does not take responsibility for any injuries or loss incurred by using the facilities which are provided on a basis that they are used at the user's own risk.

Booking form

- Applicants who wish to use the shop should complete a booking form and return it to WTC Staff at the Office.

4. Licence

- A separate licence has been signed between WTC and the licensee. These terms and conditions should be read in conjunction with that licence.

5. Procedures and Policies

Fire exits, Equipment and Fire Procedure

- A fire procedure notice is fixed to the wall at the back of the shop. You must read this notice and follow its instructions.
- There is no fire alarm. Raise the alarm by shouting “Fire” and by ordering people present to leave the premises.
- Fire exits are marked
- A fire extinguisher is available on the premises. This is water based and not to be used on live electrical equipment or liquid fires. Do not tackle any fires unless safe to do so.
- A Fire Risk Assessment must be completed by the Licensee. Please refer to the Health and Safety section on page 9.

Accident Procedures

- A first aid kit is provided in the cupboard in the rear room along with the accident book.
- Any accidents or injuries must be reported to WTC Staff.
- An accident book is provided to record any incidents.
- You must report all accidents involving injury to the public and staff to WTC as soon as possible and complete the relevant section in the accident book.
- You must report certain types of accident or injury on a special form to the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). More information can be found on the HSE website (www.hse.gov.uk/riddor)

Security Procedure

- The shop front door is secured by two locks.
- The shop rear door is secured by an internal latch.
- The shop must be locked when left unoccupied.

Alarm Procedure

- The shop does not have a burglar alarm.
- The shop does not have a fire alarm.
- There are no procedures required for alarms.

Incidents Procedure

- Any incidents (accidents, injuries, break-ins, theft, damage to the shop, etc.) must be reported as soon as possible to WTC.
- You must report to us as soon as possible any failure of our equipment.

Usage of Premises Policy

- The shop is to be used only as retail premises for the purposes of A1 planning permission.
- The shop is only to be used for retail or promotional purposes, excluding the provision or sale of food and/or beverages.

Space Heating

- A manual for the installed heating is provided on the premises.

6. Terms and Conditions

Terms and Conditions

- You must read and accept these terms and conditions before booking. The last page of this handbook must be signed to confirm receipt of this version of the terms and conditions and handbook. By completing the booking application, you are agreeing to abide by the terms and conditions below. Breach of these terms and conditions may (at the discretion of WTC) lead to the booking being ended, access to the premises by the Licensee being ended and in WTC retaking possession of the premises.

Violations in Terms and Conditions

- The Licensee must agree in writing with WTC any variation in these terms and conditions. Such variations may also be noted in the Licence issued to the Licensee.

Joint Licences

- WTC envisages that there may be more than one occupant of the shop – but there will not be more than one licensee. For any shared use it is the responsibility solely of the licence holder to ensure all terms and conditions are adhered to by all who share the space. The booking fee, deposit, utility charges and any other related costs are the responsibility of the sole licensee. The distribution of these costs when the space has multiple occupants will not be managed in any way by WTC.

Deposit

- A £100 Deposit is required at time of booking, which is non-refundable and is required to guarantee the space within the shop. Until the deposit is received WTC reserves the right to reallocate your space.
- The deposit will be returned as soon as is possible after the end of the licence period (minus any charges for utilities used, damage caused or cleaning costs as necessary)

Damage

- WTC reserves the right to recover the full cost of any damage done to the shop or for any cleaning costs required before the shop can be let to the next licensee (including when such costs exceed the amount of the deposit held)

Access

- No one is to enter the building before the specified set up time for the booking unless accompanied by WTC Staff.
- The premises are not to be occupied later than 11pm and no earlier than 7am unless with prior agreement with WTC or at time of Booking
- The times when the shop is open and when the Licensee can undertake work while the shop is closed are specified in the License and MUST be complied with.

Inspection

- WTC can access all areas of the premises to inspect its condition with 24 hours notice. WTC retains keys to the premises and such inspections may happen without the licensee being present. However, it is expected that such inspections will only be required within 24 hours of the end of the licence period (in order to confirm that the premises will be handed back in a satisfactory condition).
- WTC reserves the right to enter the property at any time in the event of an emergency requiring immediate action.

Rent

- Rent is payable in advance and at the time of booking.

Utilities

- The shop has water, drainage and electricity connected.
- Unless otherwise agreed, and stated in the licence, utilities will be charged for in addition to the rent using the following procedure;
 - Meters will be read at the start and finish of the licence period.
 - The Licensee will pay the cost to WTC of any electricity units used plus the cost of the standing charges for electricity and water (proportional to the licence period for which the shop has been let to the Licensee).

Cancellation Policy

- Where a cancellation is before the start of the licence period and is not due to any breach of conditions by the licensee, WTC will return in full any deposit.
- The deposit on booking is not refundable if the licensee cancels before the start of the licence period.
- If the booking is cancelled after the start of the licence period the licensee is liable for the full rent of the licence period. If WTC is able to re-licence the premises before the end of the original licence period, WTC will then endeavour to only recover any unavoidable administrative costs rather than the full rent due on the remainder of the original licence period. The rental charge will apply until the hand over to the new licensee.
- Any refunds are granted in exceptional circumstances and at WTC's sole discretion. WTC have the right to deduct any associated costs incurred and administration fees from a refund.
- WTC reserves the right to cancel this hiring by written notice to the licensee in the event of:

- WTC reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- WTC reasonably considering that unlawful or unsuitable activities will take place at the premises as a result of this hiring or
- the premises becoming unfit for the use intended by the licensee or
- In the event of the terms and condition being breached.

Liability

- WTC bears no responsibility for loss, damage or theft of items during the licence period.

Security

- Keys will be provided to secure the shop when it is not occupied. These keys must not be copied and must be returned to WTC at the end of the licence period.
- The licensee must ensure that the shop is locked and secure when the premises are empty or unoccupied by themselves or their staff.

Insurance

- Building insurance has been provided for the structure of the shop.
- WTC has public liability insurance covering its staff and councillors only.
- The Licensee will need their own insurance for any of their own equipment / goods and employees and any other liabilities / risks.
- You **MUST** have public liability insurance for a minimum of £5 million to cover any liability to customers or other members of the public. A copy of public liability insurance certificate **MUST** be provided to WTC and approved by them before the premises are occupied.
- The Licensee shall be liable for:
 - the cost of repair of any damage (including accidental) done to any part of the premises including the curtilage thereof or the contents of the premises.
 - the cost for removing rubbish and items left at the end of the licence period

Parking

- Parking is not provided at the Pop-Up Shop.
- WTC is not responsible for trader parking or any parking fines.

Electrical Equipment

- The licensee shall ensure that any electrical appliances brought by them to the premises and used there shall be in a safe, good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
- Where a residual circuit breaker is provided the licensee must make use of it in the interests of public safety.
- Any portable electrical equipment brought into the premises and used by the Licensee must have a valid Portable Appliance Test (PAT) certificate.
- The PAT certificate(s) must be provided to WTC before the premises are occupied.

- All equipment must be safe and any wires taped down to avoid trip hazards.

End of Licence Period

- The licensee is to arrange shop handover with WTC by calling to arrange an appointment.
- WTC will check the shop condition again and the check in inventory. WTC will agree any deductions that are to be made for rubbish/items removal and cleaning, Utility costs, and other agreed deductions.
- WTC will check keys are returned as detailed on the signed key handover form at the start of the licence period. Missing keys will be charged to the licensee or against the deposit as agreed.
- WTC will take an electric meter reading as early as is possible on a Monday morning. The electric meter is situated in Perry's Hardware Store next door. The Meter reading will be provided to the licensee together with details of electric charges for the licence period.

Prohibited Items

- The sale or provision of food and drink is not permitted. Sale of such items may result in the cancellation of the licence and the licensee being required to vacate the premises.

Premise Licence

- No further public licences (i.e. the sale of alcohol / gambling) cover the premises. Any activity requiring further permission or licences are prohibited and such activities will result in the cancellation of the licence and the licensee will be required to vacate the premises.

Health & Safety

- All health and safety regulations must be adhered to, including Environmental Health, noise and nuisance legislation. Breach of this clause may lead to cancellation of the remainder of the licence period.
- Walkways and fire exits must be kept clear at all times.
- This may mean that stock and fittings have to be removed from your space if you have not left enough room for walkways.
- The Licensee must follow Control of Substances Hazardous to Health (COSHH) procedures if necessary. Any substances falling under COSHH regulations which are going to be introduced on the premises must be agreed in advance with WTC.
- NO flammable substances may be introduced into the premises (for instance, Petrol).
- NO explosive substances may be introduced into the premises (for instance: fireworks).
- A Risk Assessment must be provided to WTC before the commencement of the licence period. This MUST include fire and COVID risk assessments. This document must be reviewed and approved by WTC before the licensee can enter the premises.

Animals

- With the exception of guide, hearing and assistance dogs, animals are not permitted.
- Any business concerned with animals will be agreed in advance with WTC at the time of booking and will be done so in writing.

Sale of goods

- You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.
- In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Smoking

- Smoking is not permitted on the shop premises.

Condition of Shop

- The condition of the shop will be photographed / recorded at the start of the booking.
- The shop must be operated in a clean and tidy manner.
- All rubbish and waste must be removed from the premises during the booking and at the end of the booking. It must not be left in bins or on the floor and should be disposed of in an acceptable way.
- The cost of cleaning or waste removal at the end of the license term will be deducted from the licensee's deposit and WTC reserve the right to charge for any additional reasonable costs.
- The licensee may not paint or otherwise alter the fabric of the shop. However, removable signs are permitted.
- The licensee should be careful not to damage the venue whilst loading or setting up. This includes sticking anything to walls. Any damage caused to the premises will be billed to the Licensee.

Attachments to walls (for the purpose of hanging objects)

- No holes should be made in ceilings or floors.
- Small nails and hooks may be used on the wooden side walls only. Nails and hooks should be removed at the end of the period of occupation (unless agreed otherwise with the WTC).
- Small hooks may be stuck to the tiles on the side and back walls of the shop (providing these are easily removable and cause no damage to the tiles).
- The above areas will be identified by the WTC at the start of the license period.

Laws, By-Laws and Trading Requirements

- It is the Licensee's responsibility to ensure that they have all the relevant information about local bye-laws and trading requirements (including noise and health and safety).
- You must comply with all conditions and regulations made in respect of the premises by the District Council, the Licensing Authority, and our fire risk assessment or otherwise.

Window Displays and Signs

- These are permitted providing they meet the requirements of the Advertising standards and the District council.

Heating

- You must ensure that no unauthorised heating appliances are used on the premises. You must not use portable liquefied propane gas (LPG) heating appliances.
- A heater is supplied and its operation will be demonstrated by WTC at the start of the licence period. A manual is provided on the premises.

Noise

- The levels of noise in the premises should be kept to a minimum to avoid disturbance to our neighbours. This includes noise from the operation of the shop and from customers and staff. In particular, no noise which can be heard outside the premises should be created after 9pm and before 8am.
- You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

Smell

- No activities should be carried out that leads to smells that create a nuisance for neighbours.

Nuisance

- No activities should be carried out which create a nuisance for neighbours.

Stored Equipment

- WTC accepts no responsibility for any stored equipment or other property brought on to or left at the premises. All liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring. Failure to remove such items will result in them being removed by WTC. WTC will charge a daily fee for the storage of items until such items are removed by the licensee.
- WTC reserve the right to use its discretion to dispose of any items left by the licensee by sale or otherwise as it sees fit. Costs relating to the disposal of items shall be charged to the licensee.

Music Copyright Licensing

- You must ensure that you hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) copies to be provided to WTC.

Safeguarding Children, Young People and Vulnerable Adults

- You must ensure that any activities (other than as customers in the shop) for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).
- If this is applicable to the licensee, a section MUST be included in the Risk Assessment provided to WTC.

Privacy and Data Protection

- WTC will only use the data provided by the licensee for the purpose of the administration of the Pop-Up Shop. WTC's privacy notice can be found on the Council's website (www.wellingtontowncouncil.co.uk). A paper copy can be made available by request.

No Rights

- This Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

Force Majeure

- WTC shall be under no liability for delay or failure to provide the services as a result of any action or circumstances beyond reasonable control including but not limited to: Act of God, legislation, injury, terrorism, war, fire, failure of power or water supply, flood, bad weather conditions, lock out or strike.

7. CONFIRMATION OF RECEIPT OF THESE TERMS & CONDITIONS

PLEASE SIGN & RETURN THIS PAGE TO WELLINGTON TOWN COUNCIL OFFICE

I confirm that I have received and read the Handbook and terms and conditions of the WTC Pop-Up shop handbook. I will inform users of the shop of any relevant terms and conditions or procedures.

Signed:

Date:

Admin:

<u>Item</u>	<u>Status</u>	<u>Date Received</u>
Risk Assessment		
Public Liability Insurance		
Pat tests		
Terms & Conditions Signed Page		
Application Form		
Shop Licence		
Key Booking Form		
PRS / PPL Certificates		