
Licence Date: _____ **«Date»**

Licence Reference: _____ **CQ/ 13 «Merge Record #»**

SPECIALTY LEASING
LICENCE AGREEMENT

BETWEEN:

- (1) Scottish Widows plc & Scottish Widows Unit Funds Ltd 2 (“Owner”)
- (2) «MerchantsName» (“Merchant”)
- RE:** «RMUnumber» at Castle Quay Shopping Centre, Banbury (“The Centre”)



DEFINITIONS:

- RMU:** Retail Merchandising Unit
- Manager:** Castle Quay Shopping Centre acting for and on behalf of the Owner
- Permitted Use:** Use as a retail stand for the sale of «ForSaleOf»
- Trading Hours:** As per centre **including any variances** to general trading hours:
 9am – 5.30pm Monday – Saturday
 10.30am – 4.30pm Sunday
- Licence Period:** «LicencePeriod»
- Licence Fee:** «LicenceFee1»
 «LicenceFee2»
 «LicenceFee3»
 «LicenceFee4»
- Security Deposit:** «SecurityDepositAmount»

We the Merchant wish to use the RMU for its permitted use at The Centre and agree to the Speciality Leasing Conditions of Contract and Guidelines attached. We further agree to be bound by any reasonable regulations that are notified to us by the Manager and agree to indemnify the Manager and the Owner from and against all claims howsoever arising in relation to the use of the RMU and any trading from it.

.....
Signature of the Merchant

.....
Print Full Name

.....
Date

Merchant's Business Name:
Trading As:

Merchant's Address:
Merchant's Billing Address:

Please complete full contact details sheet – Appendix 1.

We agree to your use of the RMU on the terms set out above.

.....
Signature of the Manager for and on behalf of the ("Owner")

.....
Print Full Name

.....
Date



Specialty Leasing Conditions of Contract and Guidelines

1. Application of these Conditions and Guidelines

The conditions and guidelines set out below shall apply to all activities relating to the RMU pursuant to this Licence. Failure to comply with these conditions and guidelines will result in termination of the Licence and no refund will be payable for the remainder of the Licence.

2. Provision of RMU

The Manager shall provide an RMU at The Centre to the Merchant, for use by the Merchant during the Licence Period. The size and location of the RMU within the Centre remains at the discretion of the Manager at all times. The Merchant acknowledges that the RMU belongs to the Owner and the Merchant shall not alter or cause any damage to the RMU.

The Merchant shall inspect the RMU equipment prior to use and shall complete an RMU Acceptance Document (**Appendix 2**) indicating where applicable any pre-existing damage. Upon termination of this Licence, an agent of the Manager shall inspect the RMU equipment and complete the RMU Return Document (**Appendix 3**) and any damage to the RMU equipment shall be repaired and costs for repairs shall be borne by the Merchant.

At the expiration of the Licence Period this Licence shall forthwith terminate and the Merchant shall vacate the RMU.

3. Method of use of RMU

Upon commencement of the use of the RMU the set up of display goods and materials must be undertaken outside Trading Hours. Vacation of the RMU must also be undertaken outside Trading Hours on the last day of the occupancy.

No alteration shall be made to the structure or the decoration of the RMU without the prior approval in writing from the Manager. Upon termination of this Licence the Merchant shall restore the RMU to its former condition if required by the Manager.

All advertisements and promotional materials used in conjunction with the RMU require the Manager's prior approval and the Manager may require any advertisements or promotional activity to cease or be removed at any time if it considers any of them unsuitable. Failure to comply with such request may result in this Licence being cancelled at any time by the Manager without any compensation being payable to the Merchant.

In all cases the use of the RMU must comply in full with these Conditions and Guidelines and with the Centre Regulations as notified to the Merchant by the Manager from time to time.

4. Trading Hours

RMU Merchants are required to be open for business during the Trading Hours. The Merchant shall ensure arrival at the Centre with sufficient time to commence trade in line with the Trading Hours and also adhere to centre closing times. Failure to do so is a violation of this Licence and may result in a £10 charge per incident or the termination of this Licence.

Access outside the Trading Hours may be permitted with the prior approval of the Manager.

5. Responsibility for Utility Charges and Local Authority Demands

5.1) The Merchant is responsible for the use and the associated costs of telephone and other services.

5.2) The Merchant is responsible for general and other local authority rates and demands that the RMU or its site becomes subject to for the duration of the Licence Period and shall reimburse the Owner or the Manager for any such rates and demands (or a fair proportion thereof) incurred by or addressed to the Owner or the Manager in respect of the use of the RMU by the Merchant.

6. Charges and Cancellation

The Security Deposit must be paid to the Manager upon the signing of this Licence. No cancellation or postponement of this Licence by the Merchant is permitted except where expressly agreed in writing by the Manager. The Merchant shall indemnify the Manager fully against all expenses incurred up to the time of such cancellation or postponement of the Licence.

6.1) Postponement accepted less than 7 days prior to commencement date shall incur a charge of 50% of Security Deposit.

6.2) Postponement accepted between 7 days and less than 28 days prior to commencement date shall incur a charge of 20% of Security Deposit.

6.3) Cancellation accepted less than 14 days prior to commencement date shall incur a charge of 100% of Security Deposit.

6.4) Cancellation accepted between 14 and 28 days prior to commencement date shall incur a charge of 50% of Security Deposit.

6.5) Cancellation accepted between 28 and 84 days prior to commencement date shall incur a charge of 25% of Security Deposit.

The Manager may cancel the Licence at any time before the date agreed for the commencement of use of the RMU. In the event of cancellation by the Manager the Manager shall reimburse to the Merchant the Security Deposit and any Licence Fee paid in advance by the Merchant within 30 days of notification of cancellation.

7. Termination of Licence by the Manager

The Manager may terminate this Licence in accordance with the following:

7.1) At any time without notice upon the Merchant's failure to pay the Licence Fee in accordance with the Licence terms.

7.2) At any time without notice upon the Merchant's breach or failure to comply with the Licence terms.

7.3) At any time without notice if the Merchant becomes insolvent.

7.4) At any time without notice if it becomes known to the Manager or Owner that the merchant has any criminal conviction or history that deems the Merchant materially unsuitable for trade in the Centre.

7.5) At any time without notice upon the Merchant's failure to comply with the Operational Guidelines.

7.6) At any time by giving not less than 7 days written notice to the Merchant.

8. Termination of Licence by Merchant

The Merchant may terminate this Licence in accordance with the following:

8.1) At any time by giving not less than one calendar months written notice to the Centre Manager.

8.2) At any time by giving not less than 24 hours written notice to the Manager after the Manager has required a relocation of the RMU which results in the RMU being significantly less suitable for the Merchant to trade from.

and in the circumstances set out in 8.1) and 8.2) will be liable for rent due during the period of notice, whether or not the Merchant trades during this time.

9. Consequences of Termination/Cancellation

Upon termination of this Licence the Merchant shall immediately remove all its goods and property from the RMU and the Centre and return any property belonging to the Manager or the Owner. Any items not removed within 7 days of termination shall be deemed abandoned and be at the disposal of the Manager without claim from or liability to the Merchant and the Merchant agrees that it will not make any claim in relation to such disposal.

The termination of this Licence will not affect the liability of the Merchant for any breach or failure to comply with the Licence terms prior to the date of termination.

The security deposit held by Castle Quay Shopping Centre shall be refunded to the merchant within 30 days of the vacation date assuming that there is no damage to the RMU. The cost of any damage to the unit whilst in the merchant's possession shall be deducted from the security deposit held.

10. No Tenancy Security of Tenure or Partnership

The Merchant agrees that there is no intention to create any Lease by this Licence nor is it intended that any security of tenure be conferred on the Merchant or any entitlement to occupy any particular location within the Centre.

The Merchant agrees that there is no creation of any trading partnership between the Merchant and the Manager or the Merchant and the Owner as a consequence of this Licence.

11. Assignments

Upon change of Centre ownership, the benefit of this Licence may be assigned to the new owner either by the current Owner or the Manager acting as an agent of the current Owner.

12. Financial Information

The Merchant shall maintain complete and proper records of all sales and revenues from the RMU for each day of trade and supply this information to the Manager on a weekly basis or as requested by the Manager.

13. Warranty and Indemnity

The Merchant indemnifies the Centre and the Manager against all and any actions, claims, costs and demands of any nature howsoever arising out of the RMU occupancy pursuant to these Contract Conditions and Guidelines.

14. Alienation Prohibited

The merchant shall at no time sell, assign, sub-licence, charge or otherwise transfer this Licence or any part thereof, or its rights and obligations under this Licence.

15. Confidentiality

The Merchant shall not disclose the terms of this Licence except to the extent necessary by law.

16. Insurance

The Merchant must supply a copy of its Public Liability Insurance Certificate to the Manager prior to the commencement of this Licence and whenever requested by the Manager. This must be to a minimum value of £5,000,000. The Merchant is responsible for all liability relating to unsafe conditions created or manifested

by the Merchant at the RMU and the Centre. The Merchant must maintain employers liability insurance for any staff employed by the Merchant and a certificate of insurance must be made available on demand to the Manager. This must be to a minimum value of £5,000,000.

17. Security

The Merchant is responsible for the security of the RMU and any goods or materials stored within it at all times. The Merchant is responsible for all cash and payments taken at the RMU. No cash is to be left at the RMU when unattended or outside Trading Hours.

18. Merchant's Obligations

The Merchant and its agents or employees shall at all times:

Observe and comply with all statutory laws and regulations relating to the use of the RMU, including obtaining all relevant licences or permits relating to trade in the Centre and staff employment regulations.

Observe and comply with all fire regulations and directions in relation to fire regulations specified by statute, the local fire authority or by the Manager.

Observe and comply with all regulations and requirements for health and safety specified by statute or by the Manager.

The Merchant shall give immediate notice to the Manager in case of fire, accident, defects or structural damage to or in the RMU.

The Merchant shall be responsible for clearing/cleaning all spillages/rubbish within a 3 metre circumference of his Retail Unit. Hazard warning notices should be immediately utilised should a slip hazard become apparent. It is the Merchant's responsibility to inform the centre team (01295 256296) of any spillages that they may be unable to deal with adequately or are observed outside the 3 metre area of responsibility.

19. Operational Regulations:

19.1) All re-stocking of the RMU must be undertaken at least one hour prior to and after Trading Hours.

19.2) Connections to the electrical supply must be approved by the Manager and all cables must be appropriately concealed.

19.3) No handwritten signs are permitted. Only the business or trading name of the Merchant can be displayed on the designated panel provided and only where approved by the Manager. Associated costs including those of the Manager are to be paid by the Merchant.

19.4) All posters, pricing tickets, and other promotions must be approved by Manager prior to commencement of trading.

19.5) The Merchant is responsible for keeping the RMU clean and tidy and must at all times control the litter associated with it.

19.6) No storage boxes, rubbish or personal belongings are to be visible.

19.7) The Manager is not required to provide storage space to the Merchant.

19.8) The Merchant must conduct all business activities in a professional manner by trained staff and shall adhere to the formal dress code: no jeans, no t-shirts, no shorts and no trainers.

19.9) The Merchant shall not distribute leaflets or other advertising material at the Centre nor on the vehicles parked within the car park or service roads serving the Centre.

19.10) The Merchant shall not permit visible food or beverage consumption at the RMU and shall not encourage or permit loitering.

19.11) No maintenance of any kind to the RMU is permitted during Trading Hours except for emergency works that are agreed with the Manager prior to commencement.

19.12) The Merchant shall pay to the Manager the cost of making good any damage caused to the RMU or the Centre by the Merchant or its staff and or the cost of making good damage caused by breach or failure to comply with the terms of this Licence.

19.13) The goods and materials merchandised for sale on the RMU must be of a good quality, in keeping with the standards of the centre and comply with all statutory laws and regulations.

19.14) No unsolicited direct approach to shoppers and there should be a **maximum of two staff manning a unit.**

19.15) Any electrical appliance used on the RMU must comply with all safety requirements and carry the required testing certification.

20. RMU Relocation:

The Manager reserves the right to relocate the RMU to any other part of the Centre, at any time on not less than 24 hours notice. The Merchant shall not move the position of the RMU unless required to do so by the Manager.

21. Licence Fee

21.1) The Merchant agrees to make the Licence Fee payments monthly in advance on or before the first day of each month. **Payments must be cleared funds.**

21.2) Upon failure to pay the full Licence Fee by the due date the Merchant shall pay interest on monies owing from the due date to the date payment is received by the Manager at a rate of 4% per annum above Barclays Bank PLC Base Lending Rate.

22. Security Deposit

A security deposit (amount outlined above) is required immediately following the signing of this licence agreement. This shall be retained for the duration of the licence term and refunded upon vacation of the RMU within 30 days.

The Manager / Owner may retain the deposit for any of the following reasons:

22.1) If damage has occurred to the RMU whilst in the merchants possession, the deposit may be used in full or part payment towards the cost of repairs. This is measured using the acceptance and return documents (attached in appendix 2 & 3).

22.2) Failure to pay arrears. If the merchant has failed to pay a balance or arrears, the deposit may be held or used as full or part payment towards the balance.

22.3) Breach of any of the licence terms and conditions resulting in the termination of the licence.

23. References

The Merchant will provide the Manager with either of the following:

- a) A bank reference for the total rent payable during the term of the licence; or
- b) A certified copy of the Merchants passport (and if a non-EU resident a valid UK work permit).

Please note that rates are confidential and personal to each operator. Any operator found to be discussing their rates may be subject to clause 7.2 of this licence agreement.

Appendix 1

Shopping Centre, Banbury

CONTACT DETAILS

Mobile Phone Number:

Daytime Contact Number:

After Hours Contact Number:

Fax Number:

Email Address:

Website Address:

Emergency Contact Name:

Emergency Contact Number:

FOR LIMITED COMPANIES:

**IN ACCORDANCE WITH THE TRADING STANDARDS DIRECTIVE
THE FOLLOWING INFORMATION MUST BE SUPPLIED AND
DISPLAYED ON THE RETAIL MERCHANDISING UNIT AT ALL TIMES:**

Company Name:

Directors Names & Tel. Nos:

.....

.....

.....

.....

Company Registration No:

Company Registered Address:

.....

.....

(A laminated notice will be supplied by the centre.)

Appendix 2

RMU Acceptance Document

To be completed by the Merchant

Shopping Centre: CASTLE QUAY, BANBURY		
RMU Number:	Merchant Business Name:	Merchant Contact Name:
Items Inspected	Defect	Comments/Defect Noted
Chassis and under panels – Any defect?	Yes No	
Body of unit: sides, back, front and roof area – Any defect?	Yes No	
Are Shelves/Brackets damaged?	Yes No	
Are cupboard units and locks in working ?	Yes No	
Are Keys available?	Yes No	
Number of light fittings		
Are lights/electrics working?	Yes No	
Are signage brackets present?	Yes No	
Have Health & Safety guidelines being issued by Centre?	Yes No	
Is cover damaged?	Yes No	
Is cleaning required?	Yes No	
<p>I have checked that all defects are reported and that the merchant has signed sheet.</p> <p>Centre's representative signature: _____</p> <p>Print Name: _____</p> <p>MERCHANT'S signature: _____</p> <p>Print Name: _____</p> <p>Date of Inspection: Time:</p>		

Appendix 2

RMU Return Document

To be completed by the **Manager/VSG Supervisor**

Shopping Centre: CASTLE QUAY, BANBURY		
RMU Number:	Merchant Business Name:	Merchant Contact Name:
Items Inspected	Defect	Comments/Defect Noted
Chassis and under panels – Any defect?	Yes No	
Body of unit: sides, back, front and roof area – Any defect?	Yes No	
Are Shelves/Brackets damaged?	Yes No	
Are cupboard units and locks in working order? The unit must be left locked.	Yes No	
Have keys been returned?	Yes No	
Number of light fittings		
Are lights/electrics working?	Yes No	
Are signage brackets present?	Yes No	
Is cover damaged?	Yes No	
Is cleaning required?	Yes No	
<p>I have found and noted the above defects prior to the merchant signing this document.</p> <p>Centre's representative signature: _____</p> <p>Print Name: _____</p> <p>MERCHANT'S signature: _____</p> <p>Print Name: _____</p> <p><u>MERCHANT PLEASE NOTE: REMEMBER TO TAKE OWN SIGNAGE FROM RMU – IF LEFT IT WILL BE DISPOSED OF.</u></p> <p>Date of Re-inspection: Time:</p>		

Castle Quay Shopping Centre

HEALTH & SAFETY GUIDELINES FOR RMU STAFF

The owners of the centre place great importance on the safety and welfare of all those on site. We therefore ask you to adhere to the following guidelines to ensure your safety.

EVACUATION PROCEDURES

If the centre is to be evacuated, for whatever reason, the procedure is: -

1. A siren will sound throughout the Centre.
2. A recorded message will be broadcast over the centre's PA system advising the public to leave the Centre.
3. You must evacuate your RMU, and go to your designated assembly point,
**(RMU 1 – Mill Theatre Car Park (C) / RMU 2 – North Car Park (E1) /
RMU 3 & 4 – South Car Park (E2) / RMU 5 – Mill Theatre Car park (C)
/RMU 6 – Bandstand (A) ~ see map overleaf).**

Alternative Evacuation Rendezvous Points (Only evacuate to alternative point if requested by a member of the centre team or emergency services:

RMU's 1, 2 & 5 Spiceball Leisure Centre, RMU's 3, 4 & 6 Whateley Hall Hotel.

On arrival you must carry out a staff role call if you are responsible for other members of staff. Be aware that you may be diverted from your usual escape route by centre security, depending on the location of the danger area.

4. A member of the Centre's Security staff will come to your assembly point to confirm all are present and to issue further instructions.
5. You will be informed by Centre Security, or the Emergency Services, once it is safe for staff to return to the Centre. Members of the public will be kept out of the Centre for a further 10 minutes to enable tenants & traders to resume trading.

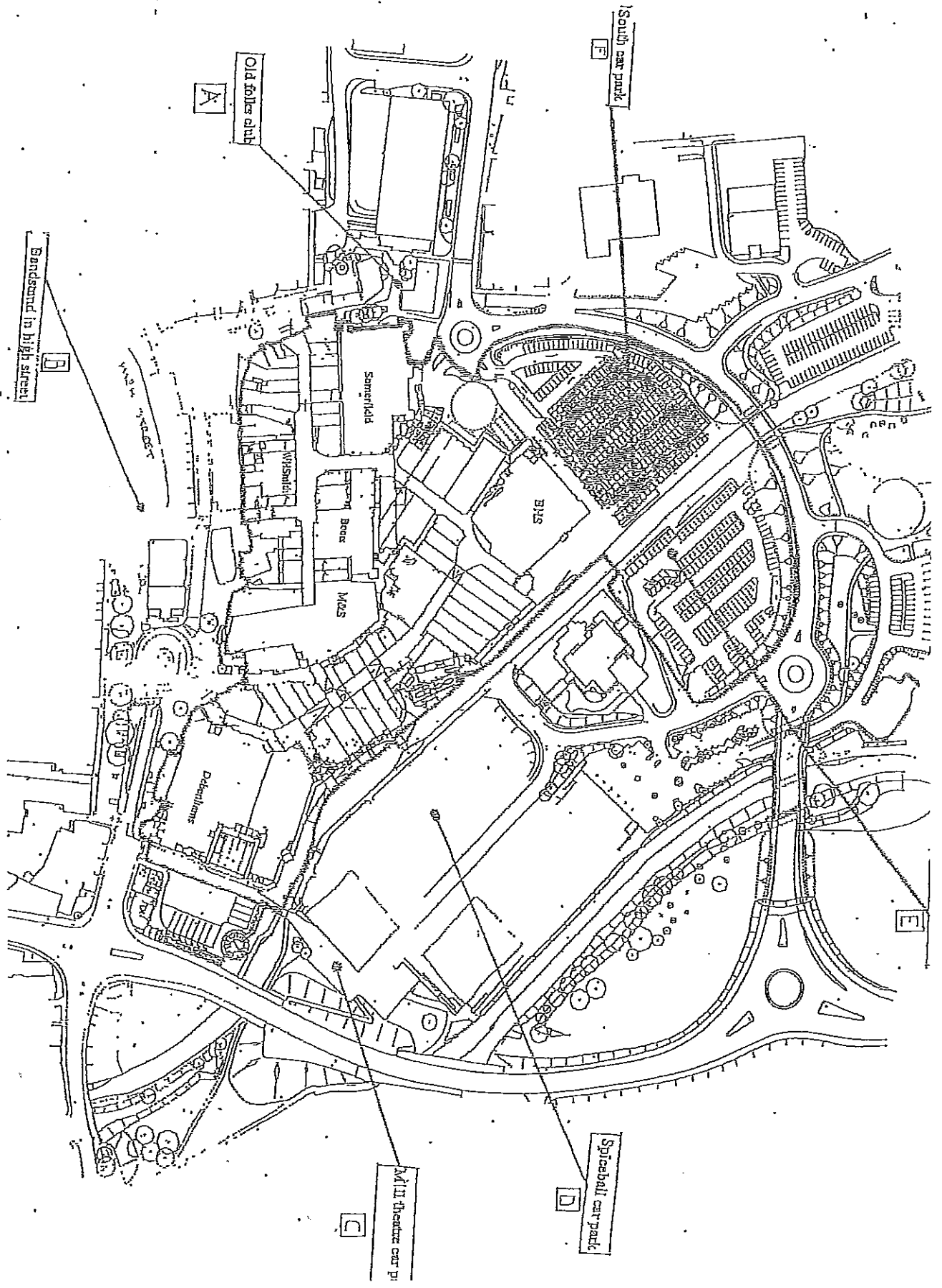
BOMB THREATS

You will be alerted and advised by Centre Security.

SITE SAFETY

It is essential that you comply with all signs and instructions which are designed to safeguard you and your staff. Any work carried out on site must be done so with regard to the health and safety of yourself and others in the work place. If you see any practice that you consider unsafe, please report this to Centre Management.

Thank you for your co-operation.





RULES & REGULATIONS

- All RMU's are to be merchandised outside of normal trading hours 09:00 – 17:30 Monday to Friday, Saturday, 09:00 – 18:00 and Sundays 10:30 am – 16:30 pm.
- Nothing is permitted on the floor around or underneath the RMU.
- RMU traders must conform to fire, insurance and the shopping centre's regulations.
- The RMU unit must be kept clean, tidy and well maintained at all times.
- All rubbish is to be removed on a daily basis and it is the responsibility of the merchant to make sure that it is deposited in the designated area.
- No handwritten posters/signage. No signage is to be fixed onto the lighting area on the sides of the unit.
- No Christmas decorations are to be fixed to the RMU.
- No unauthorised leafleting.
- No unsolicited direct approach to shoppers.
- No litter, empty boxes or personal belongings i.e. overcoats, lunch boxes etc. to be in view.
- Any defective lighting should be reported to the Centre Management for a replacement. Any other damage to the RMU should also be reported as soon as possible.
- RMU units must be staffed at all times throughout the mall trading hours, including any late night opening hours. If a bathroom break is required, a member of security staff may cover the RMU for a 5-minute period only. The member of security staff will not be liable for any damage or theft that occurs during that period of time.
- It is the merchants' responsibility to ensure that their unit is secured at the end of the day with their security curtain provided. **YOU MUST NOT STAND ON THE SHELVING AROUND THE UNIT AT ANY TIME.** If you require assistance to open and close your curtain you will need to provide small steps that can be kept within your unit storage space.
- Consumption of food during meal breaks must be done as inconspicuously as possible.
- The reading of magazines, books and newspapers is strictly prohibited.
- Any breaches on the above rules and regulations will result in termination of the contract.
- You are to take notice of your evacuation point in enclosed sheet.

HEALTH & SAFETY POLICY STATEMENT FOR THE JONES LANG LASALLE GROUP OF COMPANIES

It is the policy of Jones Lang LaSalle to ensure, as far as is reasonably practicable, the health, safety and welfare of all its employees and of other persons who may be affected by its operations. The company has a moral obligation reinforced by their legal obligations under the Health & Safety at Work etc Act 1974 and associated legislation. Jones Lang LaSalle fully accepts these obligations.

Jones Lang LaSalle implements this policy by providing and maintaining safe places of work and work equipment, by operating safe systems of work and providing suitable arrangements for employees' welfare. All necessary information, training and supervision will be provided to ensure the implementation of the policy. A facility exists through the Link Group Meetings for a consultation on all aspects of health and safety at work.

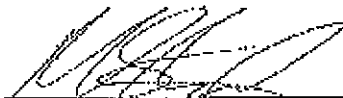
The Company believes that considerations of safety are as important an aspect of managerial control as any other management function. All International, Regional, National and Local Directors, Associate Directors and staff should observe health and safety regulations as an integral part of their organisational duties within the Company's premises, on site, and in other premises which we manage or over which we hold responsibility.

It is the duty of all Jones Lang LaSalle staff to assist in reducing the risk of accidents and fire by observing the Company's rules, working practices and precautions relating to health & safety at work. Expert advice will be sought where necessary on policy, legislative requirements and the implementation of safe practices.

Full details of the organisation and procedures for the effective management of the risks associated with the Company's activities are set out in the Health & Safety Manual, which is published on the company intranet.

Where Jones Lang LaSalle acts as manager of properties in the United Kingdom we will implement this policy through our property management health and safety policy manual.

Signed



Print Name: Mark Stupples, Chief Operating Officer

Date:

14 - 1 - 2013

Review Date: 31 December 2013