
**LICENCE TO OCCUPY AND TERMS AND CONDITIONS IN
RELATION TO PROPERTY KNOWN AS UNIT 19 (GROUND
FLOOR), SALUBRIOUS PLACE, WIND STREET, SWANSEA**



@unitnineteen

SECTION A – License to occupy

PARTIES:

- (1) **URBAN FOUNDRY LTD**, a company registered in England and Wales with registered number 05557933 and whose registered office is at 2 Princess Way (1st Floor), Swansea, SA1 3LW ("**Licensor**");
- (2) Any trader or exhibitor granted a temporary 'pitch' or 'hire' of the venue under these terms ("**Licensee**").

RECITALS:

The Licensor has agreed to enter into this agreement with the Licensee.

NOW IT IS AGREED as follows:

1. DEFINITIONS

These definitions apply in this Licence:

- 1.1 **Common Parts** means the roads, paths, entrance halls, corridors, and staircases in the vicinity of the Property over which the Licensor has rights the use of which is necessary to obtain access to and egress from the Property.
- 1.2 **Consents** means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which are or shall be required for the Permitted Use by any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law of government department or any of them or any of their duly authorised officers.
- 1.3 **Licence Fee** means the pitch or hire fee charged by Urban Foundry for use of part or all of the ground floor area.
- 1.4 **Pitch** means a 2.5m square area on the ground floor of Unit Nineteen, to be designated by Urban Foundry for use by food stall traders.
- 1.5 **Hire** means the hire of the whole of the space in Unit Nineteen for an agreed period, which will be clearly set out in a written covering note, which refers to these terms and conditions.
- 1.6 **Licence Period** means the period from the date of this agreement until the date on which the Licensee's rights under clause 3 are determined in accordance with clause 5.1.
- 1.7 **Outgoings** means all rates, taxes, assessments and outgoings, statutory or otherwise, national or local, recurring or non-recurring, even if novel.
- 1.8 **Permitted Use** means use as a pop up indoor market.
- 1.9 **Property** means the premises known as part of Unit 19 (Ground Floor), Salubrious Place, Wind Street, Swansea shown *[for identification only edged red on the attached plan]* or such other area as the Licensor may from time to time in its absolute discretion designate on not less than 28 days' notice.

1.10 **VAT** means value added tax or any replacement or additional tax of a similar nature.

2. **INTERPRETATION**

Joint and several liability

Where any party to this Licence for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

3. **LICENCE**

3.1 **Licence to Occupy**

Subject to clauses 4 and 5 and in so far as it is legally able the Licensor permits the Licensee in common with the Licensor and all others authorised by the Licensor to use the Property for the Permitted Use and to use the Common Parts for access to and egress from the Property during the Licence Period.

3.2 **Licensee's acknowledgement**

The Licensee acknowledges that:

3.2.1 nothing contained in this agreement shall be construed as creating the relationship of landlord and tenant as between the Licensor and the Licensee or give rise to any other legal estate, nor shall the Licensee hold itself out as having any such right, tenancy or estate;

3.2.2 the licence created by this agreement is personal to the Licensee and incapable of any form of alienation, assignment or other dealing; and

3.2.3 the Licensor at all times retains legal possession and control over the Property and the Licensee shall not impede the Licensor's rights of possession and control over the Property.

4. **THE LICENSEE'S UNDERTAKINGS**

The Licensee agrees with and undertakes to the Licensor as follows:

4.1 **Licence Fee**

To pay to the Licensor the Licence Fee and any VAT chargeable on the Licence Fee on or by the date of occupying a pitch or hiring the venue.

4.2 **Outgoings**

For hirers to pay all Outgoings payable in respect of the Property during the Licence Period.

4.3 **Use**

Not to use the Property other than for the Permitted Use.

4.4 **Condition**

4.4.1 To keep the Property clean and tidy and clear of rubbish;

4.4.2 To leave the Property in a clean and tidy condition and free of the Licensee's furniture, equipment, goods and chattels at the end of the Licence Period.

4.5 **Alterations**

Not to apply for any planning permission in respect of the Property and not to make any alteration or addition to the Property.

4.6 **Occupation and sharing**

Not to share occupation of the whole or any part of the Property nor to permit the whole or any part of the Property to be occupied by any person other than the Licensee.

4.7 **Common Parts**

Not to obstruct the Common Parts, or make them dirty or leave any rubbish on them.

4.8 **Nuisance**

Not to do or permit anything to be done on the Property or the Common Parts which is illegal or may cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Licensor or to the owner, occupier, or user of any adjoining or neighbouring property.

4.9 **Statutory requirements and buildings insurance**

Not to do anything that will or might constitute a breach of any Consents affecting the Property or that will or might wholly or partly vitiate any insurance effected in respect of the Property from time to time.

4.10 **Third party liability insurance**

To effect its own third party liability insurance against the risk of any loss or damage to any property or injury to or death of any person caused by any act or omission or misconduct of the Licensee or the Licensee's employees, agents, invitees, servants or sub-contractors or any third party arising after the date of this agreement.

4.11 **Indemnity**

To indemnify the Licensor, and keep it indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this agreement, any breach of any of the Licensee's undertakings contained in this clause 4, or the exercise or purported exercise of the permission contained in clause 3.

5. **DETERMINATION**

5.1 This Licence shall end on the earliest of:

5.1.1 11pm on the date a pitch is let, or for hirers 11pm on the last day of the specified hire period;

- 5.1.2 immediately on notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained in clause 4;
 - 5.1.3 immediately if any person so entitled shall require the Licensee to vacate or cease use of the Property or require the Licensor to procure such vacation or cessation whether or not under threat of or pursuant to Court proceedings as a result of the Licensee's occupation of the Property; and
- 5.2 On determination of the Licence Period (howsoever determined) the Licensee shall vacate the Property and remove all its goods and equipment in accordance with the Licensee's undertakings in clause 4.

6. GENERAL

6.1 Warranty excluded

The Licensor gives no warranty at all in connection with this Licence, including without limitation as to whether the Property is legally or physically capable of being used for the Permitted Use.

6.2 Liability excluded

It is agreed as follows:

- 6.2.1 The Licensor is not to be liable for the death of, or injury to, the Licensee or its employees and customers, or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by clause 3.
- 6.2.2 Nothing in this clause 6.2 shall operate so as to exclude or limit liability for fraud.

6.3 Notices

6.3.1 Any notice required to be given under this Licence shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, or recorded delivery, or by commercial courier, to each party required to receive the notice as set out below:

- (a) to the Licensor at: 2 Princess Way (1st Floor), Swansea, SA1 3LW.
- (b) to the Licensee at: *the address provided when registering to book the venue*

or as otherwise specified by the relevant party by notice in writing to each other party.

6.3.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause; or

- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

6.3.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail.

6.3.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

6.4 **Rights of third parties**

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

6.5 **Governing Law and jurisdiction**

This Licence and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter.

This Licence is been entered into on the date that a booking is confirmed by Urban Foundry for either a pitch or hire. In making the booking, the licensee agrees that they have read, understood, and agree to abide by, these terms and conditions.

SECTION B – Terms and conditions of use

GENERAL

1. The hire or use of Unit Nineteen requires hirers/traders to agree to these terms and conditions. In making a booking, you agree that you have read, understood, and agree to be bound by, these terms and conditions
2. In these terms, the following words/phrases shall have the following meanings:
3. 'Unit Nineteen'/'property'/'unit'/'space' refers to the bottom floor of 19 Little Wind Street (and upstairs washrooms). This is managed by Urban Foundry Ltd – a not for profit company limited by guarantee, registered in England and Wales with company number 05557933, whose registered office is situated at 2 Princess Way, Swansea SA1 3LW and whose website is www.urbanfoundry.co.uk
4. 'Hirer'/'trader'/'you' means any person or organisation renting the whole/part of the space
5. 'Building owner' refers to the overall owners of the building Mofiv Swansea GP Ltd of whom Urban Foundry have signed a Licence to be tenants
6. 'Fee' means the fee for hiring the whole/part of the unit. Fees are quoted in writing on request
7. 'Unit' means the ground floor of 19 Little Wind Street (with access to the washrooms upstairs)
8. No modifications or alterations to these terms will be valid unless expressly accepted in writing by Urban Foundry Ltd.

HIRERS/TRADERS

9. All hirers/traders hiring the whole/part of the unit must register with us (via a registration form) and sign an agreement (these terms & conditions). Traders booking a pitch at a Street Food Friday event may be required to register online via our Uplands Market website.
10. Acceptance of your registration and the payment in full of the appropriate fee entitles you to the occupation of the whole/part of the unit by your organisation for the period as agreed (inclusive of setting up and clearing away time)
11. Any messages that we leave using the contact details provided in your registration are deemed to have been adequately notified to you – it is your responsibility to ensure that you check for any messages from us

INSURANCES AND LIABILITIES

12. In hiring the whole or part of the unit, at all times you agree to indemnify and keep indemnified the building owner (Mofiv Swansea GP Ltd) and Urban Foundry Ltd. from and against all actions, proceedings, costs, claims and demands for injury to persons or property arising out of or in connection with the granting of the permission to hire you the whole or part of the unit, unless such injury or damage shall arise from any act

or omission of the building owner and/or Urban Foundry Ltd. of its obligations under this permission

13. You must ensure adequate insurance cover is in force to cover the use as granted. The level of cover you must have in place is £1m public liability for any one incident. Each hirer/trader/exhibitor should be able to produce evidence to Urban Foundry Ltd of their insurance cover
14. You should also ensure that you have adequate employee liability insurance cover to cover your activities and you should be able to provide evidence of this as required by law and also on request by Urban Foundry Ltd.
15. Where relevant, each hirer/trader should have in place Product Liability Insurance to an appropriate level of cover. By agreeing to these terms and conditions you also indemnify and agree to keep indemnified Urban Foundry Ltd. from any claims made against you as a result of your products or services
16. Any articles, including (but not exclusively) stock, equipment, vehicles, money and personal possessions, that are brought by you, your staff, volunteers, partners or customers are solely your responsibility, and neither the building owners, nor Urban Foundry Ltd. shall be liable for any loss or damage thereto
17. Without prejudice to the above, by hiring the whole/part of the space you agree to indemnify Urban Foundry Ltd. (and the building owners) against all actions, proceedings, costs, charges, claims, expenses and demands arising from any failure on your part to obtain the relevant licenses/consents or to hold adequate insurance cover

HEALTH AND SAFETY

18. Hirers/traders are responsible for their and their customers' health and safety. Hirers/traders should have a risk assessment in place and appropriate training for any staff/volunteers
19. Any cooking appliances that use naked flames, generators or heat generating appliances must be safely sited away from flammable hazards, and away from the public. It is your responsibility to ensure that all cooking/heating appliances are fit for purpose – the Urban Foundry team reserves the right to require you to cease using an appliance if it is considered to be unsafe or that it will create an unacceptably high risk to public safety
20. You may use power in the unit in line with manufacturer's guidelines for use, but petrol or diesel generators are not permitted
21. Gas canisters must be appropriate for use, and traders/hirers using gas canisters must check the connections and integrity of hoses before and after assembly
22. Any electrical appliances used should be certified safe for use by a qualified electrician, with PAT testing certificates in place for any portable electrical appliances, including extension leads, adaptors and detachable power cables
23. All cables must be safely laid. You must not allow trailing cables to cross the space or in any other way create trip hazards
24. It is a requirement that you must carry out a risk assessment appraisal and if asked this should be available for inspection

25. You must ensure you have read Unit Nineteen's Fire Safety Plan and Evacuation plan that is available onsite. All hirers/traders must brief their staff/volunteers on what these regulations are – including where fire extinguishers, exits and call points are situated
26. You must not place any containers, vehicles or other obstructions on the public pavement outside the building and you must not at any point obstruct or cause to be obstructed either the pavement or the entry way to any doorway of shops or other premises/residential buildings
27. Protective clothing must be worn where appropriate when using any equipment or heavy work. Your own risk assessment must identify tasks that carry a risk

TRADING FOOD/PRODUCTS/ALCOHOL AND LIVE MUSIC PROVISION

28. You may not carry out any trade that is licensable under the Licensing Act 2003 (as amended) unless with our express written agreement. Of the 4 licensable activities defined by the Act, the three that might be relevant to the market are:
 - a. the sale by retail of alcohol;
 - b. the supply of alcohol by or on behalf of a club to, or to the order of, a member of the club; and
 - c. the provision of regulated entertainment.
29. If you are selling age restricted products (for example confectionary containing alcohol) then you must provide us with evidence of any relevant licenses and clearly display any age restrictions. You must adhere to age restrictions and follow industry best practice when selling any such items
30. Where relevant, all food and drink producers must adhere to Local Authority Environmental Health regulations and all producers must be registered with the Environmental Health department of their own Local Authority, if this is required, for the type of product they sell. It is the responsibility of stallholders to ensure that they comply with the relevant regulations and standards for Environmental Health
31. If applicable, traders/hirers must have an appropriate Food Hygiene Certificate and clearly display it. Traders/hirers are required to meet all legal food hygiene requirements with regards to the production, transport, display and serving of food
32. If an event requires the provision of the sale of alcohol, Urban Foundry reserves the sole right to run the bar. As this is a licensable activity, Urban Foundry requires 3 weeks notice to arrange the necessary licence with the Local Authority. Please note a fee of £21 will be invoiced to you to cover this. Providing free alcohol at an event (such as an exhibition opening) is not licensable but please note that there must be no financial transaction to cover this provision.

LEGALITIES OF TRADING

33. In completing a registration form and accepting these terms and conditions you are confirming that you are legally permitted to trade and work in the UK
34. All traders/hirers must comply with all relevant trading legislation, including fair use of weights and measures and compliance with any copyright and trademark rules and Trading Standards

35. In completing a registration form and therefore accepting these terms and conditions you confirm that you have registered with HM Revenue and Customs and that you are fully responsible for any and all tax and national insurance contributions for you and/or your organisation as well as any employees that arise as a result of your activities

WASTE AND CLEANING

36. Large waste should be taken away from the unit after use (unless you have a prior agreement with us). Smaller waste products must be bagged in the appropriate waste bags as supplied by us and left outside the door. Hirers/traders are responsible for maintaining cleanliness during the duration of the hire. No rubbish should be left overnight. Only items agreed with us can be left in the unit overnight. Failure to comply may lead a surcharge to cover the costs of cleaning
37. All waste must be disposed of in an environmentally friendly manner. You not use public waste bins and hirers/traders are encouraged not to use wasteful packaging and to also use packaging that is made from recycled materials and/or can be easily recycled
38. No solids, oils, fats or contaminated water may be disposed of in the unit sinks or drains on the road
39. Hirers/traders are responsible for making good the space after use. This includes filling in/painting over holes/marks that occurred during the hire. Washrooms, general spaces should be left how they were found – cleaning products are available for your use. The clean-up of any substantial mess/dirt left in the space will be charged to you/your company

MUSIC AND NOISE

40. If you wish to play a radio or recorded music, you must possess the appropriate licences to do so and you must be able to provide copies of these to the Urban Foundry in advance
41. You must keep noise to reasonable levels – the use of PA systems, loud hailers or other sound amplification is not permitted unless you have received prior permission from us
42. Live music requires separate licensing

FEES

43. Hirers/traders will pay the agreed fee in full in advance to Canolfan Ltd. t/a Urban Foundry Ltd. Payments should be made by Internet Banking/ BACS and must be received one week prior to the hire. Payments by other means are discouraged, to allow us to minimise administrative costs, but where they cannot be avoided, the same one-week clearance of monies, e.g. for cheques, applies. Payment is not accepted in cash Bookings will not be confirmed until the full fee has been received in full.
44. All fees paid via BACS must have your/your organisation name in the subject (or equivalent box) in the payment form in order that we can easily relate payments to registration forms

45. All fees paid by cheque must have your/your organisation name and the date of the market you are registering for written on the back of the cheque. Post-dated cheques will not be accepted

DEPOSIT

46. For any private hires where our staff will not be present during the event a £150 refundable deposit will be taken in addition to the hire fee to cover any damages/excess cleaning bills (if they occur). This will be refunded to you within 3 working days after your event provided that the venue is left in a satisfactory condition.

CANCELLATIONS

47. For standard hires, if you wish to cancel your hire, the following cancellation terms apply:
- a. Cancellation with more than 14 clear days notice – full refund
 - b. Cancellation with more than 7 clear days notice – 50% refund
 - c. Less than 7 days notice (from the start time of the event) – the full fee will be retained
48. In exceptional circumstances, we may agree to a 'buy out' of the bar for certain private events; in these cases, we may specify alternative cancellation terms on a case by case basis – those terms will be provided in writing and replace the above cancellation terms (all other clauses in this document will remain unaffected unless specified in writing at the same time). In the event that we do not specify alternative cancellation terms then the above cancellation terms will apply.
49. Urban Foundry Ltd. reserves the right to refuse hirers/traders to anyone that it feels could or does conflict with its equal opportunities policy

OTHER REQUIREMENTS

50. Urban Foundry Ltd. expects all hirers/traders to maintain the highest standards of equalities in all of their activities. We reserve the right to refuse registrations from organisations or individuals that we consider contravene our equality standards
51. Traders/hirers agree not to do anything that would bring Urban Foundry Ltd. into disrepute
52. Urban Foundry Ltd. has a zero tolerance approach to abusive behaviour towards its staff, visitors or customers. We reserve the right to refuse future hires as a result of abusive behaviour
53. A waiver by us of any of these terms and conditions in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach of it and in such cases all other terms and conditions shall not be affected by the waiver of one or more individual terms
54. Should any of these terms and conditions prove unenforceable, it shall not affect the remainder of the terms and conditions

55. In the unlikely event of a formal dispute, these Terms and Conditions shall be governed by and construed in accordance with English and Welsh law and by registering with us you agree to submit to the jurisdiction of the English and Welsh courts
56. The numbering and sub-headings used in these terms and conditions are for convenience and shall not affect their overall interpretation
57. Urban Foundry Ltd. reserves the right to exclude any hirers/traders who do not comply with the above terms and conditions. The decisions of Urban Foundry Ltd. and any of its employees/volunteers are final
58. We may from time to time update the terms and conditions – your continued trading/hire of the venue is on the basis that you have read and accepted the terms and conditions that were in place at the time of your booking.