

The Place To...

To be read in conjunction with the Booking Form, please retain for reference

The Licence:

In this agreement, except where the context otherwise requires, the following terms shall have the following meanings.

'Licence Fee'	Cost for a 4 week period (VAT is not applicable at this time)
'Licence Payment Due'	Payable two weeks prior to commencement or 2 weeks prior to the end of the previous period, if longer than one period.
'Licence Period'	4 weeks period, there being 13 periods in a year, see table of dates
'Licensor's Building:'	The Place to, 1c George Alley, Deal. CT14 6EJ
'Permitted Hours'	Generally: 10.30 to 3.30 Thursday, 9.30 to 4.30 Friday and Saturday 10.30 to 3.30 Sundays when indicated This can be changed at any time by the Licensor dependent upon staffing, events and the weather in the town.
'Permitted Use'	means use for retail purposes;
'Premises'	The Place To... 1c George Alley, Deal, CT14 6EJ

1. The Licensor permits the Licensee to use the Premises for the Licence Period for the Permitted Use.
2. The Licensee shall pay the Licence Fee (No VAT applicable at this time) in respect of it in advance, 2 weeks prior to the commencement of the 4 week period, and similarly for the subsequent periods.
3. The Licensee shall not:
 - a) use the Premises otherwise than for the Permitted Use;
 - b) use the Premises outside the Permitted Hour;
 - c) make any alteration or addition to the Premises;
 - d) put any signs at the Premises without the prior written consent of the Licensor;
 - e) cause any nuisance, abuse or annoyance to the Licensor, their staff or to the owners or occupiers of any neighbouring areas.
4. The Licensee shall keep the Premises clean and tidy and make good any damage caused.
5. The Licensee shall abide by any regulations made by the Licensor from time to time for the
6. better management and control of the
7. Licensor's Building in the interests of good estate management.
8. If the Licence Fee is unpaid for more than 10 days, or remains unpaid at the end of the period, the licensee's goods will be removed from sale, packaged and stored at the Licensee's cost, for a maximum of 4 weeks after which they will be disposed of, again at the Licensee's cost. Any proceeds of sale will be used to pay unpaid rental.
9. At the end of the Licence Period the Licensee shall vacate the Premises remove all items belonging to the Licensee and return possession to the Licensor.
10. New Residents – Please arrive on the first Thursday of your rental period between 9:30 and 10:30 to display your items.
11. Changeover – Please clear your area one hour prior to the close of business on the Saturday (Sunday

if open). All items in the huts or on the boards must be clearly labelled using the labels provided and priced on both sides. These will be posted to you and is fundamental to how we operate the gallery.

12. Cost of items broken or stolen from the premises will be at the cost of the Licensee.
13. Items cannot be placed outside the huts or shelves unless by arrangement with the Licensors.
14. Licensees are welcome to spend time in The Place to..., whilst the shop is open to promote their business, but must keep the space clear and safe for customers.
15. It is the Licensee's responsibility to visit The Place to.... at least once per period to check on stock, replenish and re organise the contents/art boards as necessary.
16. If the Licensee wishes to terminate prior to the end of a period, they will not be eligible for a refund.
17. The Licensor shall provide such services as it considers appropriate and the cost of any such services is included in the Licence Fee.
18. The Licensor will act as agent for each Licensee in the collection of monies from the sale of their goods. A 2% deduction will be made for all credit and debit card sales, to cover the financial costs of the transaction.
19. All sales will be made via the Licensor. Monies received, less the cost of financial transactions, will be paid to the Licensee, within three weeks of the end of the period, by Bank Transfer, along with a statement of how the amount was calculated.
20. Public Liability insurance has been taken out by the Licensors.
21. The Licensor reserves the right to ask the licensee to remove goods /artwork that cause offence in the opinion of the Licensor at any time and they will be removed if not actioned within a reasonable time (3 working days).
22. The Licensor may determine this Licence at any time giving to the Licensee not less than 4 weeks notice in writing.
23. The Licensee may determine this Licence at any time with at least 6 weeks notice, 2 weeks prior to the end of the 4 week period of rental.
24. The Licensor may determine this Licence at any time with immediate effect by giving the Licensee notice to that effect if the Licensee is in breach of any of its obligations in clause 3.
25. Termination under this clause 5 does not extinguish any rights of action which either party has for breach of any of the provisions of this Licence.
26. There is an expectation that the Licensee will not usually take out a rental agreement for more than 6 months, this facilitates others to participate and a freshness to the shop.
27. The parties agree that a person who is not a party to this Licence has no right arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Licence.
28. All notices given under this Licence must be in writing and for the purpose of service the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 are incorporated in this Licence.
29. If the Licensee has a query, in the first instance, they should speak to the Manager and if this can't be resolved, the manager will speak with the Licensor

License Dates for Periods in 2021						
	Thur	Fri	Sat	Sun	Month	Season
1/2021	31	1	2	3	Dec/Jan 2021	LOW [WINTER]
	7	8	9	10	Jan	
	14	15	16	17	Jan	
	21	22	23	24	Jan	
2/2021	28	29	30	31	Jan	LOW [WINTER]
	4	5	6	7	Feb	
	11	12	13	14	Feb	
	18	19	20	21	Feb	
3/2021	25	26	27	28	Feb	LOW [WINTER]
	4	5	6	7	March	
	11	12	13	14	March	
	18	19	20	21	March	
4/2021	25	26	27	28	March	HIGH [SUMMER]
	1	2	3	4	April	
	8	9	10	11	April	
	15	16	17	18	April	
5/2021	22	23	24	25	April	HIGH [SUMMER]
	29	30	1	2	May	
	6	7	8	9	May	
	13	14	15	16	May	
6/2021	20	21	22	23	May	HIGH [SUMMER]
	27	28	29	30	May	
	3	4	5	6	June	
	10	11	12	13	June	
7/2021	17	18	19	20	June	HIGH [SUMMER]
	24	25	26	27	June	
	1	2	3	4	July	
	8	9	10	11	July	
8/2021	15	16	17	18	July	HIGH [SUMMER]
	22	23	24	25	July	
	29	30	31	1	Aug	
	5	6	7	8	Aug	
9/2021	12	13	14	15	Aug	HIGH [SUMMER]
	19	20	21	22	Aug	
	26	27	28	29	Aug	
	2	3	4	5	Sept	
10/2021	9	10	11	12	Sept	HIGH [SUMMER]
	16	17	18	19	Sept	
	24	25	26	27	Sept	
	30	1	2	3	Oct	
11/2021	7	8	9	10	Oct	LOW [WINTER]
	14	15	16	17	Oct	
	21	22	23	24	Oct	
	28	29	30	31	Oct	
12/2021	4	5	6	7	Nov	HIGH [WINTER]
	11	12	13	14	Nov	
	18	19	20	21	Nov	
	25	26	27	28	Nov	
13/2021	2	3	4	5	Dec	HIGH [DECEMBER]
	9	10	11	12	Dec	
	16	17	18	19	Dec	
	23	24	25	26	Dec	
1/2022	30	31	1	2	Dec/Jan 2022	LOW 3 week [WINTER]
	6	7	8	9	Jan	
	13	14	15	16	Jan	
	20	21	22	23	Jan	

Set up time,
9.30 to 10.30am

Removal time,
3.00 to 4.30pm

What spaces can you Rent?

At the present time there are:

	Low Season (4 weeks)	High Season (4 weeks)	January (3 weeks)
Beach Huts (A,B,C,D)	£65	£85	£45
Beach Hut E	£45	£65	£35
Boards (A,B,C,D,E,G)	£40	£50	£30
Floor Shelves (A,B)	£40	£50	£30
Writing Desk	£30	£40	£20
Cart	£30	£40	£20
Shelf Stack	£25	£35	£20
Column Rack	£20	£30	£15