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Guidance Note:

Pop-Up Licences

1. One of the short term Licences should be used where the owner of the premises is willing to let the Charity occupy the premises on a short-term basis for a retail purpose.
2. With pop-ups, the idea is to start trading as quickly as possible and therefore much shorter than a standard lease. The template just covers the basics: rent, rates, insurance, etc. There is no service charge so the cost of any services or facilities should be included in the rent.
3. If the Licensor is to avoid the loss of security of tenure (the right to remain in occupation after the expiry of a lease) the Charity should remain in the space/shop/unit for an absolute maximum of 6 months. The template provided in this subfolder should be used in preference to the standard lease template.
4. A Licensor would usually expect the Charity (the Licensee) to pay the rent. The template in this subfolder is suitable for that purpose.
5. However, if you are a Charity and the Licensor agrees to enter into an agreement where there is to be only a short-term licence, you should propose the form of the licence and the Licensor might then request amendments to it. If you are asked to do any of those amendments, you should seek legal advice.
6. If, on the contrary, the Licensor proposes the form of licence, you should review the Licensor's draft and if it includes anything which is not in the template, that will alert you to potentially unreasonable or onerous terms. You should seek legal advice where you have any doubts.
7. As a new Licensee, the Charity should obtain a fit-out consent letter from the Licensor before it starts trading, and from the Licensor's landlord's consent if the Licensor is not the landlord.
8. In each of the three templates, the Charity as Licensee should adapt the appropriate wording to take account of the particular circumstances. In each of the three templates the signature should be adapted to take account of the individuals authorised by the Charity.

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The "Pop-Up" retail premises should be used where the owner of the premises is willing to let the Charity to occupy the premises on a short-term basis for a retail purpose. The idea is to start trading as quickly as possible and therefore much shorter than a standard lease. The template just covers the basics: rent, rates, insurance, etc. There is no service charge so the cost of any services or facilities should be included in the rent.

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If the Licensor is to avoid the loss of security of tenure (the right to remain in occupation after the expiry of a lease) the Charity should remain in the space/shop/unit for an absolute maximum of 6 months. The template provided in this subfolder should be used in preference to the standard lease template.

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However, if you are a Charity and the Licensor agrees to enter into an agreement where there is to be only a short-term licence, you should propose the form of the licence and the Licensor might then request amendments to it. If you are asked to do any of those amendments, you should seek legal advice.

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E

In each of the three templates, the Charity as Licensee should adapt the appropriate wording to take account of the particular circumstances. In each of the three templates the signature should be adapted to take account of the individuals authorised by the Charity.