

# **BOOKING AGREEMENT**

**Pop Up Shop at the Pie Factory**

**7 Broad Street**

**Margate**

**Kent**

**CT9 1EW**

**Event**

**Organiser**

**Dates of event**

**Event fee**

The Pop Up Shop is operated and managed by Pie Factory Margate referred to throughout this agreement as "Pie Factory"

## 1. Facilities and Services

Access to and use of the premises

Keys and code to activate the security alarm

A comprehensive track lighting installation

Portable heater

A hanging system to display artwork

Wi-fi throughout the building

Promotion of your event through the Pie Factory website and monthly newsletter circulated across our e mail and facebook community

## 2. Event fee

This agreement will not take effect and the booking not be secured until £75 is received as a part advance payment of the event fee; the balance of this event fee (£25) must be paid three calendar months before the event; we reserve the right to cancel your booking and retain your part payment if the event fee is not paid by the due date. If you make a booking with us and subsequently decide to cancel we will refund a percentage of your fee as set out below:

More than six calendar months before the event – 100%

More than five calendar months before the event - 80%

More than four calendar months before the event – 60%

More than three calendar months before the event – 40%

Less than three calendar months before the event – 0%

## 3. Deposit

A deposit of £50 must be paid in full seven days before the first day of the booking; this will be returned in full within seven days subject to return of the keys, alarm fob and the premises being left clean and undamaged including the suspension cords for the hanging system which should neither be knotted nor bent.

## 4. Banking

Payments should be made by cheque or electronic funds transfer to account 52154904 and sort code 60 14 05; deposits will be returned by electronic funds transfer.

## 5. Permitted Hours

08.00hrs – 22.00hrs

## 6. Terms

- a) The Pie Factory agrees to the event organiser having use of the premises for the named event during the Permitted Hours
- b) The premises shall remain in the possession of the Pie Factory at all times.
- c) The event organiser is not permitted to assign or transfer this agreement at any time.
- d) Failure to comply with the safety and security notices will result in the Booking Agreement being cancelled with immediate effect.
- e) The Pie Factory shall provide to the event organiser the Facilities and Services subject to any shortage of supply, severe weather implications, or similar causes restricting or suspending the supply of such Facilities and Services beyond the Pie Factory's control.
- f) At the expiry or termination this agreement the event organiser shall return the property to the Pie Factory in a clean and tidy condition.
- g) Any accidental damage caused to the Pop Up Shop by the event organiser or an associate or employee of them that renders the Pop Up Shop unusable for more than 48 hours shall render this agreement terminated; in that case the Pie Factory will return a proportion of the booking fee.
- h) The expiry or termination of this agreement shall not overrule the obligations of the event organiser to the Pie Factory.
- i) Any dispute arising between the Licensee and Owner under this Deed shall be referred to arbitration under the Arbitration Act.

**7. Management of the event**

The event organiser is to be fully responsible for the day to day management of the event including all safety and security related matters; in particular the organiser must:

- a) Prepare a risk assessment in conjunction with Pie Factory prior to the event
- b) Maintain the premises in a clean and tidy manner at all times;
- c) Strictly adhere to all security procedures implemented by the Pie Factory and not allow any illegal activities to take place within the premises;
- d) Not use the Pop Up Shop for an auction sale, activities of a dangerous or destructive nature whether lawful or otherwise or the sale of food and drink;
- e) Not cause nuisance or annoyance to any neighbouring persons or properties;
- f) Not alter or allow any person to alter the Pop Up Shop in any way without the written consent of Pie Factory management with the exception of the necessity to comply with the law;
- g) Not make any fixings to the building fabric without the express permission of Pie Factory
- h) Pass on all correspondence to the Pie Factory management regarding the Property as soon as is reasonably practical;

**8. Insurance**

Pie Factory maintain full insurance cover for the building and any risks associated with the Pie Factory business. We expressly do not cover event organisers with any risks associated with their event – this could include loss or damage to their property or those taking part in the event together with any third party accidents and subsequent claims. For their own protection the organiser should take out their own event policies which Pie Factory are happy to advise on.

**9. Jurisdiction**

This agreement has been construed in accordance the laws of England and Wales. Any dispute arising under this agreement shall be subject to the laws of England and Wales.

Signed:.....(on behalf of the Pie Factory)

Print Name:.....Tim Williams.....

Dated .....

Signed:.....(the event organiser)

Print Name:.....

Dated .....

Witnessed By:

Signed:.....(Witness)

Print Name:.....

Address:.....

.....

Dated .....