

Edinburgh Pop-Up Shop Daily Rental Agreement

Prepared for Edinburgh Pop-Up Shop, 27 Albert Place, Edinburgh EH7 5HN

Version 5 (Website Information Document) January 2026

AGREEMENT PARTIES

This document outlines the standard terms for all bookings made through the Edinburgh Pop-Up Shop website.

Landlord: Susan Bakshi
Email: edinburghpopupshop@gmail.com

Rentee: Details (first name, surname, company name, address) as provided via the website booking form.

Businesses only: All bookings must be made by a business (sole trader/partnership/limited company) and not a consumer. To comply with money laundering regulations, proof of ID and address must be provided on request.

1. PREMISES

The property is located at:
No 27 Albert Place, Edinburgh, EH7 5NE

2. RENTAL PERIOD

The rental period shall be as stated on Booking Form.
Rental time will be from 8am to 7pm, unless otherwise negotiated at the time of booking with Edinburgh Pop-Up Shop.

3. RENT & PAYMENT

- Daily Rent: includes £5 electricity
- "Bookings are only confirmed once full payment has been received. Payment must be made within 72 hours of receiving the invoice. Failure to pay may result in the dates being released."
- Cancellation & Amendments Policy (See Section 7)
- £50 security deposit may be required and will be refunded following a satisfactory inspection of the pop-up shop at the end of the rental period and within 7 days of satisfactory inspection. Please note: any electricity usage exceeding the £5 daily allowance will be deducted from the deposit.

4. USE OF PREMISES

- The Rentee agrees to use the premises for the purposes as stated in the Booking Form only.
- No alterations to the premises are permitted.
- The Rentee must leave the premises in the same clean, tidy, and orderly condition as it was found at the start of the rental period.
- All rubbish, litter, packaging, adhesives and any other items brought into and used in the premises by the Rentee must be completely removed at the end of the rental period.
- Any damage caused to the premises during the rental period must be reported to the Landlord immediately in writing.
- Rentee must inform the management if they end their day short of agreed completion time.

5. INSURANCE & LIABILITY

- The Rentee is responsible and required for arranging their own public liability insurance.
- The Rentee is responsible for their own property and any stock or equipment brought into the premises. The Landlord is not liable for any loss, damage, or injury during the rental period.
- The Rentee agrees to indemnify the Landlord against any claims, damages, or injuries arising.

6. UTILITIES

- Electricity: The Rentee is responsible for any electricity usage exceeding the £5 included in the rent. Meter readings will be taken at the start and end of the rental period. Any amount over £5 per day will be deducted from the £50 deposit.
- Other utilities: Water is included in the rent.

7. CANCELLATION, AMENDMENTS & RESCHEDULING

7.1 Business Client Requirement

This contract is exclusively for business clients (sole traders, partnerships, limited companies, or registered entities). By checking the box "I have read and agree to the Booking contract" on the website booking form, the Rentee confirms they are booking as a business and not a consumer. Consumer protection legislation does not apply.

7.2 Post-Payment Grace Period

- Within 5 calendar days of full payment:
 - Rentee may cancel or request date changes
 - Cancellation fee: 20% of total fee (minimum £20) + actual credit card processing fees (if applicable)
- Bank transfers incur no additional fees
- All amendments require full cancellation and rebooking. 20% fee applies to original booking.

7.3 After Grace Period

- No amendments permitted
- No refunds for unused periods

7.4 Bookings Within 28 Days of Start Date

- No cancellation, amendment, or cooling-off rights
- Full payment is non-refundable
- No exceptions for force majeure or other circumstances

7.6 Payment Method Fees

- Credit card refunds incur actual processing fees
- Bank transfers incur no additional fees

7.7 Notices

All cancellation/termination notices must be emailed to

edinburghpopupshop@gmail.com

. All times are UK time; notices received after 12:00 (noon) count as received the next day.

8. SECURITY

- The Rentee is responsible for securing the premises during the rental period and at the end of the day.
- The Landlord shall not be responsible for any loss or theft that occurs during the rental period.
- The Rentee is solely responsible for the security of their own products or services. Edinburgh Pop-Up Shop cannot be held liable for any losses incurred by the Rentee during the rental period.

9. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Scotland.

10. FORCE MAJEURE

Neither party shall be held liable for failure or delay in performing obligations due to circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, strikes, pandemics, or government restrictions.

11. JOINT RENTEES

The Pop-Up Shop may be rented by either a single renter or by two individual renters jointly. In the case of two individual renters sharing the space, a minimum rental period of two (2) consecutive days is required. All terms and conditions of this agreement shall apply equally to both renters, who will be jointly responsible for compliance and payment during the rental period.

12. AGREEMENT WITH CONTRACT TERMS

Agreement to the terms of this contract is made when the Rentee submits the online booking form and checks the box stating "I have read and agree to the Booking contract" on the Edinburgh Pop-Up Shop website.

13. LICENSING REQUIREMENTS (TV & MUSIC)

The premises are NOT covered by a TV Licence nor any public performance music license (e.g. PRS for Music, PPL).

Rentee MUST NOT:

- Stream, display live television (e.g. BBC, ITV, Sky), or use BBC iPlayer on any device
- Play any music (live, recorded, streaming, background, customer entertainment) via any device or service

Breach Consequences:

- Immediate cancellation of booking without refund
- Rentee is fully liable for any fines, enforcement notices, fixed penalty notices, or legal costs issued by TV Licensing, PRS for Music, PPL, or other authorities

- Authorities may pursue the Rentee directly through fixed penalty notices (TVL: £1,000; PRS/PPL: up to £5,000) or prosecution through the courts if unpaid
- Rentee agrees to indemnify Edinburgh Pop-Up Shop against any licensing authority claims, costs, penalties, or legal action arising from breach of this clause
-

14. RENTAL AGREEMENT INDEMNITY CLAUSE

Indemnity Clause:

The Rentee acknowledges and agrees that while Susan Bakshi holds Public Liability Insurance covering the premises, this does not extend to the Rentee's business, products, or customers. Any visitors to the premises during the rental period are the Rentee's customers, not Susan Bakshi's customers, and the Rentee is fully responsible for any claims, injuries, damages, or losses arising from their activities, services, or products.

The Rentee further acknowledges that their customers and business operations are their sole responsibility and agrees to indemnify and hold Susan Bakshi harmless from any and all legal claims, liabilities, damages, or costs resulting from the Rentee's actions, products, or services, including but not limited to injury, loss, or damage suffered by any third party.

Additionally, the Rentee agrees to reimburse Susan Bakshi for any legal fees, costs, or damages incurred as a result of third-party claims related to the Rentee's business, products, or services.

The Rentee agrees to the indemnity clause by checking the box "I have read and agree to the Booking contract" on the Edinburgh Pop-Up Shop website booking form.

It is the responsibility of the Rentees to seek independent legal advice if they do not understand any part of this contract.