

Edinburgh Pop-Up Shop Terms & Conditions

Effective Date: 14 September 2025

Version 3.2 (Amended)

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1. DEFINITIONS & BUSINESS STATUS

1.1 "Edinburgh Pop-Up Shop" means Susan Bakshi trading as Edinburgh Pop-Up Shop Pop-Up Shop.

1.2 "Rentee" means the business entity booking the premises.

1.3 "Business Requirement":

- By booking, the Rentee confirms they are a business (sole trader, partnership, limited company, or registered entity).
- Consumer protection legislation does not apply. Misrepresentation voids booking.

1.4 "Premises": 27 Albert Place, Leith Walk, Edinburgh, EH7 5NE.

2. BOOKING & PAYMENT

2.1 Confirmation: Bookings are confirmed only upon full payment within 72 hours of invoice.

2.2 Rental Period: As stated in the Booking Form (8am–7pm daily unless negotiated otherwise).

2.3 Payment Methods:

- Bank transfers: No additional fees.
- Credit cards: Actual processing fees apply to refunds.

2.4 Security Deposit: £50 may be required, refunded within 7 days post-rental after satisfactory inspection. Electricity usage exceeding £5/day deducted from deposit.

3. PREMISES & USE

3.1 Permitted Use: Only for the business type stated in the Booking Form.

3.2 Prohibited Actions:

- No alterations to premises.
- No live TV streaming or Music Broadcasting (no TV Licence or Music License).
- No subletting.

3.3 Condition: Rentee must leave premises clean, tidy, and remove all rubbish. Report damage immediately by phone and in writing.

4. CANCELLATION, AMENDMENTS & RESCHEDULING

(Read Carefully)

4.1 Post-Payment Grace Period (first 5 calendar days after full payment)

- Cancellations: You may cancel within 5 calendar days of full payment, subject to a cancellation fee of 20% of the total booking value (minimum £20) plus any non-refundable card or transaction fees charged to us.
- Amendments / rescheduling: Any change of dates or booking details within this 5-day period will be treated as a cancellation and rebooking. The cancellation fee in this clause 4.1 will apply to the original booking.

4.2 After Grace Period (after 5th calendar day following full payment)

- No refunds: All payments become strictly non-refundable for any reason once the 5-day grace period has expired.
- No amendments or rescheduling: No changes of dates, booking details, or rescheduling are permitted after the 5-day grace period. The original booking dates and terms will stand, whether or not you use the space.

4.3 Bookings made within 28 days of the start date

- Where a booking is made 28 days or less before the start date, the 5-day grace period **DOES NOT** apply, nor can it be used to move the start date to a later period.
- After the 5-day grace period, or once the booking start date has passed (whichever is earlier), the booking is fully non-refundable and cannot be cancelled, amended, or rescheduled.

4.4 Notices

- All requests must be emailed to edinburghpopupshop@gmail.com. Notices after 12:00 (UK time) count as next-day receipt.
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5. RENTEE RESPONSIBILITIES

5.1 Insurance: Must arrange own public liability insurance.

5.2 Security: Responsible for securing premises during/after rental. Edinburgh Pop-Up Shop not liable for theft/loss.

5.3 Compliance: Adhere to all laws, health/safety regulations, and TV Licence restrictions.

6. SECURITY & LIABILITY

6.1 Property Responsibility: Rentee liable for own stock/equipment. Edinburgh Pop-Up Shop not liable for loss/damage.

6.2 Third-Party Claims: Rentee indemnifies Edinburgh Pop-Up Shop against claims arising from their business activities.

7. UTILITIES & DEPOSITS

7.1 Electricity: £5/day included. Excess deducted from security deposit.

7.2 Water: Included in rent.

8. GOVERNING LAW & DISPUTES

8.1 Law: Governed by Scots law.

8.2 Disputes: Resolved in Edinburgh courts.

9. FORCE MAJEURE

Neither party is liable for failures due to unforeseeable events (e.g., natural disasters, pandemics, government actions).

10. TV LICENCE & BROADCASTING MUSIC

10.1 Prohibition: No live TV streaming or *or live streaming from any broadcasting or streaming company may be shown or listened to on the Premises unless you hold a valid TV licence covering that use. Any breach may result in immediate cancellation of this agreement and may give rise to legal liability for you.* Breach may result in immediate cancellation and legal liability.

10.2 Music licensing: *The Pop-Up Shop does not hold any music or public performance licence (including PRS/PPL or equivalent). You must not play recorded or live music, radio, TV audio, or any other copyrighted content in a manner that requires a licence.*

10.3 Fines and charges: *If you play music or other content in breach of clause 10.1 and 10.2 and any fine, licence fee, or enforcement cost is issued to or claimed from the Pop-Up Shop or the property owner, you will be fully responsible for that amount. You agree to reimburse the Pop-Up Shop in full for any such fines, licence fees, legal costs, and associated expenses on demand.*

10.4 Non-payment: *Failure to pay any amount due under clause 10.3 will be treated as a material breach of this agreement. The Pop-Up Shop reserves the right to take legal action, including raising court proceedings, to recover all sums due, together with interest and expenses.*

11. INDEMNITY

11.1 Rentee confirms Edinburgh Pop-Up Shop's insurance does not cover Rentee's business, products, or customers.

11.2 Rentee agrees to indemnify Edinburgh Pop-Up Shop against all claims, damages, or costs arising from their operations.