



access
point
www.apuk.net

This Application to Trade form is required for all new customers and will provide us with all the information that we need to process your application

Application For Promotional Space

Via Access Point Ltd...

All Fields Are Mandatory

Contact Name	<input type="text"/>	Position	<input type="text"/>
Company (Ltd)	<input type="text"/>	Or Trading As	<input type="text"/>
Trading Address	<input type="text"/>	Registered Office/ Accounts Address OR Owner's Address	<input type="text"/>
Telephone	<input type="text"/>	Email	<input type="text"/>
Mobile	<input type="text"/>	Website	<input type="text"/>
Company Registration or Charity Number	<input type="text"/>	Date Incorporated	<input type="text"/>
Accounts Payable Contact Name	<input type="text"/>	Accounts Payable Email Address	<input type="text"/>
Accounts Payable Telephone Number	<input type="text"/>		

Industry Type e.g. Home Improvements, Energy etc.	List of products being promoted
<input type="text"/>	<input type="text"/>
What type of venue do you wish to promote in?	
Supermarket <input type="checkbox"/> Shopping Centre <input type="checkbox"/> Retail Park <input type="checkbox"/> DIY Stores <input type="checkbox"/> Train Stations <input type="checkbox"/> Town Centre <input type="checkbox"/>	
Wholesaler <input type="checkbox"/> Garden Centre <input type="checkbox"/> Shows & Exhibitions <input type="checkbox"/> Other <input type="text"/>	

Check to register your interest in till receipt advertising

..... FOR OFFICE USE ONLY

REF	<input type="text"/>	DATE	<input type="text"/>
APPROVED BY ACCESS POINT	<input type="text"/>	PROVIDE INFO ON HOW CLIENT FOUND US	<input type="text"/>
RETAILER	<input type="text"/>		
ADDITIONAL INFORMATION	<input type="text"/>		

Application For Promotional Space

Continued...

To gain access to free additional marketing of your promotion via social media, please complete the following where applicable.

Social Media	Access Point	Your Details
Twitter	@accesspointltd	
Linkedin	Access Point Ltd	
Facebook	Access Point Ltd	
Google Plus	+ApukNet	

Number of trading locations? 1 2-10 11-20 21-50 51+

Does your company/ies regularly promote in other locations? If so, please provide details.

Is your company a franchise or subsidiary of a larger company? NO Franchise Subsidiary

If a franchise or subsidiary please provide full details of parent company below.

For non-limited companies please list all the proprietors properties with home addresses (if less than 3 years please provide a previous home address).

Total number of full and part time employees. 0-10 11-20 21-50 51-99 100+

How are your sales force employed? Employed Self Employed Agency

YOU MAY BE ASKED TO SUPPLY TWO REFERENCES TO SUPPORT YOUR APPLICATION

If you are an agency booking on behalf of a third party we will require written confirmation that you are authorised to do so.

Promoter

Guidelines...

Approval:

- Approval from Access Point is required before the preliminary booking will be processed.

Location:

- All activity must be located in the provided designated space at each venue, which is determined by the venue/store management.
- The activity must fit within each venues allocated space.
- Stands, trailers and any other display units are not to be placed in mother & baby or disabled bays or restricted areas.

Units/Stand:

- No units are permitted on site unless they have been properly approved.
- The correct Health & Safety checks need to be in place and Access Point should be provided with a risk assessment for the activity if the venue requires.
- No gas cylinders, gas cooking units or any gas elements are permitted on site.
- All heating equipment and any hazardous equipment need to be properly housed out of reach from customers and the public.
- Diesel generators are preferred and need to be housed appropriately out of reach of customers. Stores will not provide electricity or any power. Access Point approval is required for any hazardous products or generators prior to use on site.
- It is the promoters' responsibility to make sure their promotional equipment is in a safe working condition.
- All stands are to be manned at all times while on site and venue staff cannot be used to assist in managing the unit.
- The size and position of the site and any exhibition contained therein is at the site managers' discretion.

Staff:

- Staff must sign in on arrival and make themselves aware of health and safety procedures for the venue.
- Staff must at all times conduct themselves in a polite and professional manner. The public should be approached in a polite, "invitational" manner, whereby staff seek the public's permission to speak to them and if that is not provided, staff should not intrude on customers. Aggressive selling or perusing of customers will not be tolerated at anytime and may result in being asked to leave site or suspension of the activity.
- Staff should not use the site in such a way to cause nuisance, damage or disturbance to the agency, retailer, customers or any occupiers or users of any adjoining or neighbouring property.
- All staff should be properly trained on all elements within the stand and Health & Safety trained for this activity.

Additional Information:

- Leaflets and samples are only to be handed/distributed to interested customers.
- All litter will be removed and cleared from the car park, the allocated area must be left clean and tidy, free of litter/waste.
- It is your responsibility to gain any consents and licenses that may be required for this activity.
- All promoters must hold Public Liability Insurance to a minimum value of £2 MILLION (SOME VENUES MAY REQUIRE MORE)
- There may be additional restrictions at individual retailers/venues.

I confirm I have read and agree with the above guidelines:

SIGNED

PRINT NAME

TITLE

DATE

CONDITIONS OF CONTRACT FOR GRANT OF A SUB-LICENCE BY ACCESS POINT LIMITED (APL) FOR CONCESSIONAIRE TO OCCUPY RETAIL SPACE AT THE RETAILERS SITE

- A** On formulation of the contract the concessionaire (as detailed on APL's order form) is granted a licence, subject to the further terms and conditions herein to occupy a retail space (hereinafter called "The Site" at the Retailer's Site (as defined on APL's order form) for the period of occupation (as defined on APL's order form) and the concessionaire shall pay the contract price (defined as the Amount Due on APL's order form).
- B** These conditions and warranties shall constitute the whole of the agreement between APL and the concessionaire and all orders are placed and accepted under these terms and conditions alone.
- C** The offer to grant a licence to occupy a Site on APL's order form which comprises an invitation to treat is open for a period of five days only from the date thereof, provided that APL have not previously withdrawn it. A contract will only be formed when APL's offices in Southport receive the concessionaire's returned order duly signed and have notified the concessionaire whether orally or in writing of its receipt. Only orders signed on APL's printed order form shall hereafter bind APL.
- D** These terms and conditions exclude any other terms and conditions inconsistent herewith, which a concessionaire might seek to impose, even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms and conditions inconsistent with them, or may be contained in any offer, acceptance or counter offer, made by the concessionaire.
- E** No variation of these terms and conditions is permitted except where expressly agreed by APL in writing. The date stated on APL's written agreement to such variation shall be conclusive in any dispute as to the date of such variation. No cancellation or postponement by the concessionaire is permitted except where expressly agreed in writing by APL. The date stated on APL's written agreement of such cancellation or postponement shall be conclusive in any dispute as to the date of such variation. The concessionaire will in the event of the agreed cancellation or postponement by the concessionaire, indemnify APL fully against all and any expense incurred up to the time of such cancellation or postponement together with, by way of liquidated damages a proportion of the contract price which will be paid by the concessionaire to APL forthwith in accordance with the following scale related to the date of commencement of the concessionaire occupation of the site.

AMENDMENT CHARGES

- (I) Amendment accepted less than seven days before the commencement date 50%
- (II) Amendment accepted between 7 and less than 21 days before commencement date 25%

CANCELLATION CHARGES

- (I) Cancellation accepted less than 14 days before commencement date 100% of the price
- (II) Cancellation accepted between 14 days and less 21 days before commencement date 75% of the price
- (III) Cancellation accepted between 21 days and less than 84 days before commencement date 30% of the price

Postponement and cancellation charges as detailed above only apply to APL exclusive retailer venues. APL reserve the right to pass on charges incurred for non-exclusive sites where cancellation/postponement policies differ from APL's.

- F** The contract price quoted is exclusive of VAT, which the concessionaire shall be additionally liable to pay for APL.
- G** APL shall not be liable to the concessionaire by any reason of any representation (unless fraudulent) or any implied warranty, conditions or other terms or any duty at common law, or under the express terms of this contract for any indirect special or consequent loss and damage (whether loss for profit or otherwise) costs, expenses or other claims for compensation whatsoever (whether caused by negligence of APL, its employees, agents or otherwise) which arise out of or in connection with the grant of this licence to occupy a site by APL and the entire liability of APL under or in connection with this contract as damages or otherwise shall not exceed the contract price and in particular APL shall not be liable for any loss whatsoever or howsoever arising by its inability or failure to make space available on the due date. The concessionaire must notify APL forthwith in case of any difficulty experienced when attending the space which has been licensed.
- H** (a) APL shall not be liable in any way for its failure or inability to make space available arising from conditions outside its control.
 (b) Non-exhaustive illustrations of such circumstances would be act of God, war, riot, explosion, abnormal weather conditions, fire, flood, strikes, lockout, government action or regulation (UK) or other wise, accidents and short age of materials, labour and manufacturing facilities.
 (c) Should APL be prevented from making space available in the above circumstances it shall give the concessionaire written notice of the fact as soon as is reasonably practical to do so.
 (d) If this contract and the licence granted hereunder is cancelled in this way APL will refund any payment which the concessionaire has already made on account of the price (subject to deduction of any amount APL may be entitled to claim from the concessionaire) but APL will not be liable to compensate the concessionaire for any further loss or damage caused by the failure to make space available.
 (e) The offer to grant a licence is conditional upon the concessionaire agreeing to respect the privacy of any member of the public who provides their personal details to the concessionaire as a result of the exhibition and not to disclose any such information to any Third Party, whether that be with the express or implied consent of the individual concerned or not and whether or not the concessionaire has preserved the ability to do so in its Terms and Conditions with the individual concerned; this agreement forms a condition of the contract between the concessionaire and APL and breach of this condition will constitute a repudiatory breach entitling APL to terminate the contract with immediate effect and claim damages arising as a result of that repudiatory breach from the concessionaire.
- I** (a) All sums become due and payable under these terms and conditions no later than 14 days before the commencement date.
 (b) Time for payment shall be of the essence, if payment is not made on the due date APL shall be under no obligation to make the site available to the concessionaire and may cancel the licence granted under this contract accordingly save that otherwise terms and conditions shall be in full force and effect and the concessionaire shall remain liable to pay the contract price.
 (c) APL reserve the right to charge 25% per annum on all overdue accounts such interest being deemed to accrue on a day basis from the due date for payment under clause (a).
 (d) The concessionaire shall have no right of off set statutory or otherwise.
 (e) If the concessionaire (being the company) has a petition presented for its winding up or passes resolution for voluntary winding up otherwise than for purposes of a bona fide amalgamation or reconstruction or compound with its creditors or have a receiver appointed of all or any part of any assets or being an individual becomes bankrupt or insolvent or enters into any agreement with his
 (d) The concessionaire shall have no right of off set statutory or otherwise.
 (e) If the concessionaire (being the company) has a petition presented for its winding up or passes resolution for voluntary winding up otherwise than for purposes of a bona fide amalgamation or reconstruction or compound with its creditors or have a receiver appointed of all or any part of any assets or being an individual becomes bankrupt or insolvent or enters into any agreement with his or comits a material or serious breach of this agreement (and in the case of such a breach being remedied, fails to remedy it within seven days of receiving notice to do so he will be deemed to have repudiated the contract).

- (f)** APL reserve the right at any time at their discretion to demand a deposit/full payment before the 14 days referred to in clause (a) or security for payment before continuing with any order. Any person signing an order for or on behalf of the concessionaire warrants to APL that he or she is fully authorised and empowered to place such an order.
- J** The concessionaire indemnifies APL against all any actions, claims for costs and demands of any nature however arising out of the concessionaires site occupation pursuant to these terms and conditions. Notwithstanding the generality of the foregoing APL reserve the right to acquire a security deposit (in addition to any deposit mentioned in clause (f) above at any time at their discretion which shall be distributed if at all by APL in meeting any action, claims, costs and demands of any nature howsoever arising out of the concessionaire's occupation by the site. Any sum not so distributed shall be returned to the concessionaire six weeks after termination of the period occupation.
- K** During the site occupation the concessionaire, concessionaire's agent or servants will obey the following regulations for behaviour performance on the site and for payment for additional space occupation.
- L** (a) Display equipment and materials may not be delivered or erected until the start of the business on the first day of the booking on the order and should be removed by the close of business on the last day of booking. Failure to remove any equipment and materials of any description belonging to the concessionaire incurs a liability to pay an additional charge of a minimum one weeks booking fee for any period of delay up to one week and thereafter on a weekly basis for any subsequent week or part week when the property is not removed. Notwithstanding the prior provisions of this sub-clause L(a), APL reserves the right to remove and discard any property of the concessionaire left at the site following the expiry of this sub-licence.
 (b) The size and position of the Site and any exhibition contained therein is at the retailer's site manager's discretion.
 (c) The concessionaire must maintain the space occupied and the surrounding area in a clean, safe condition and ensure that the area is left as it is found at the end of the contract.
 (d) The concessionaire must ensure that the Site is manned by not more than two people. The site must be manned throughout the retailer's trading hours. The concessionaire's staff must restrict themselves to the Site whilst conducting business.
 (e) The concessionaire on Site shall sell no goods or services, nor shall stock (other than samples) be stored on site and the Site may be used for exhibition only.
 (f) All personnel involved with the exhibition must be introduced to the retailer or site manager on first entering the site and the concessionaire must ensure that both statutory employment regulation and the Retailer's or Host's own in-house rules are adhered to during the course of the booking.
 (g) The retailer or other host site owner will at all times have total discretion over the exhibition and may terminate the booking of the concessionaire from the site at any time without prior notice or reason. In such circumstances their contract and the licence granted hereunder, shall also terminate forth with and a pro rata refund will be issued in respect of any unexpired time of period of occupation. However, no refund will be issued if the concessionaire's occupation is terminated for such a breach of any of these conditions of any requirement made by the retailer or host site owner.
- M** **OPTION TO CONTINUE**
 (a) If the concessionaire answers yes to the option to continue the concessionaire shall have such an option to continue for the period of occupation as per the same terms and conditions as the period of occupation. Save that 4 weeks notice will be required by the concessionaire to terminate the extended booking, provided always that such notice cannot be given before the commencement of the extended booking and that APL may terminate the extended booking without notice or reason. Notwithstanding the prior provisions of this sub-clause M(a) or the exercise of the option to continue, the Concessionaire may not under any circumstances remain in occupation of any Site for a continuous period of more than 4 weeks on one Sub-licence, further occupation can only be granted by way of new Sub-licence.
 (b) If the concessionaire does not wish to take up the option to continue then the contract shall terminate at the end of the period occupation and the concessionaire shall vacate the site on the last day of the booking.
- N** If any of the provisions of this contract are found by a Court to be void or other complaint authority to be void or unenforceable, it shall be deemed to be deleted from the contract and the remaining provisions shall continue to apply. The concessionaire and APL shall negotiate in good faith to agree the terms of mutually satisfactory provisions to be substituted for the provision found to be void and unenforceable.
- O** This contract shall be governed and constitute in accordance with English law and all disputes arising in conjunction with the contract shall be submitted to the jurisdiction of the English courts. As stated in clause C of these terms and conditions all contracts are made at Southport and a course of action for any breach is agreed to arise at Southport aforesaid.
- P** The Concessionaire confirms that it holds Public Liability Insurance to a value of no less than £2,000,000 with a reputable insurance company and that it shall maintain such insurance for the duration of this sub-licence. The Concessionaire shall produce a copy of its Public Liability Insurance policy to APL prior to occupying any Site pursuant hereto.
- Q** The Retailer is entitled to enforce any of the terms of this Sub-licence as against APL and the Concessionaire as if it were a party hereto.
- R** The Concessionaire shall not, without prior consent of the Retailer's store manager, be entitled to use any facilities reserved for the use of the Retailer's staff and under no circumstances shall the Concessionaire or any of its employees or representatives be entitled by virtue of this Sub-licence to any other benefits normally granted to the Retailer's staff by virtue of their employment in the store of which the Site form part.

Data Protection: I confirm that Access Point and Access Point Commercialisation are able to store information about our company and employees and that they/we are happy to be contacted by both in the future with new opportunities via phone or email. TICK HERE

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS:

SIGNED **PRINT NAME**

Application

Checklist...

Please check that **ALL** boxes in all sections are ticked and completed, as we will be unable to process your application if there are parts not complete or documents missing.

	YOU COMPLETE	OFFICE USE ONLY
Application to Trade <ul style="list-style-type: none"> • Completed with full company details and all mandatory fields • List of products being promoted 	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Promoter Guidelines <ul style="list-style-type: none"> • Signed correctly with date 	<input type="checkbox"/>	<input type="checkbox"/>
Supporting Documentation Required <ul style="list-style-type: none"> • Business letterhead • Public Liability Insurance • Promotional material • Photo of your display stand 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Details of Valid Membership to any Regulatory Bodies or Accreditations <ul style="list-style-type: none"> • Yes • Not Applicable 	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Data Protection Agreement Ticked	<input type="checkbox"/>	<input type="checkbox"/>
Terms and Conditions Signed	<input type="checkbox"/>	<input type="checkbox"/>