For Grant Of A Sub-Licence By Access Point Limited (APL) For Concessionaire To Occupy Retail Space At The Retailer's Site

A

On formation of this contract the concessionaire (as detailed on APL's order form) is granted a licence, subject to the terms and conditions set out in this contract (referred to as the "Licence") and by the delivery of the 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

The contract consists of (i) the Special Conditions, (ii) these Conditions, and (iii) Promoter Guidelines. Where there are conflicts between these Conditions and those set out in the Special Conditions, the latter shall prevail. These terms and conditions notwithstanding the generality of the foregoing APL reserve the right to require a security deposit in addition to any deposit mentioned in clause (c). Any deposit paid by the concessionaire shall be held at all by APL in meeting any actions, claims, costs and demands of any nature howsoever arising out of the concessionaire's occupation by the Site. Any sum so distributed shall be returned to the concessionaire six weeks after termination of the period of occupation.

C

During the site occupation the concessionaire's employees, agents and sub-contractors will obey the following regulations for behaviour on the site and for payment for additional space occupation:

D

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 form or by the close of business on the date shown on the order form. Failure to remove any equipment and materials of any description belonging to the concessionaire in transit shall be an obligation to pay an immediate charge of £50.00 per annum on all overdue payments. APL is entitled to apply liquidated damages for any time beyond expiry or termination of the licence for which the Site remains unoccupied for any reason due to the concessionaire's default, remaining unoccupied. APL is entitled to apply liquidated damages for any time beyond expiry or termination of the licence for which the Site remains unoccupied for any reason due to the concessionaire's default, remaining unoccupied.

E

The concessionaire indemnifies APL against all claims, actions for costs and demands of any nature howsoever arising out of the concessionaire's occupation of the Site. Any unwitting action on the concessionaire's part will not discharge it from liability. All actions, claims, costs and demands of any nature howsoever arising out of the concessionaire's occupation of the Site will be at the sole discretion of APL. Only orders signed on APL's printed order form shall hereafter bind APL.

F

These terms and conditions exclude any other terms and conditions inconsistent herewith, which concessionaire may have with third parties. APL reserves the right to set out in a later document and/or purport to exclude or supersede any terms and conditions inconsistent with these, or may vary the terms and conditions of each contract made, made by the concessionaire, employees or agents are not authorised to make any representations concerning the licence unless confirmed by APL in writing. In entering into the Contract, the concessionaire acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in this licence affects the liability of either party for fraudulent misrepresentation.

G

In the event of variations of these terms and conditions is permitted except where expressly agreed by APL in writing. The date stated on APL's order form to such variation shall be conclusive in any dispute as to the date of such variation. The licence will be extended in the event of the agreed cancellation or postponement by the concessionaire, indemnifying APL fully against all and any expenses or damages of whatever kind or description and whatever the cause or cause of such suspension or cancellation may be. Nothing in this licence limits APL's liability in respect of death or personal injury arising from APL's negligence or that of APL's agents or employees or agents or any unexpired time of period of occupation. All payments due hereunder by the concessionaire of its intention to remove, sell or destroy items left on Site if the items are not removed by the expiry of time. APL reserves the right to remove the concessionaire's items left on Site without notice to the concessionaire. Items removed may be disposed of by APL in any manner it sees fit and any monies arising from a sale of items pursuant to this condition for time and costs suffered or incurred.

H

If the contract price quoted is exclusive of V.A.T., which the concessionaire will be additionally liable to pay to APL.

I

The contract price quoted is exclusive of V.A.T., which the concessionaire will be additionally liable to pay to APL.

J

APL shall not be liable to the concessionaire for any reason by or to any representation (unless fraudulent) or any implied or implied terms or conditions inconsistent herewith, which the concessionaire may have with third parties. APL reserves the right to set out in a later document and/or purport to exclude or supersede any terms and conditions inconsistent with these, or may vary the terms and conditions of each contract made, made by the concessionaire, employees or agents are not authorised to make any representations concerning the licence unless confirmed by APL in writing. In entering into the Contract, the concessionaire acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in this licence affects the liability of either party for fraudulent misrepresentation.

K

APL reserves the right to remove the concessionaire's items left on Site without notice to the concessionaire. Items removed may be disposed of by APL in any manner it sees fit and any monies arising from a sale of items pursuant to this condition for time and costs suffered or incurred.

L

If any of the provisions of this contract are found by a Court to be void, then any other terms shall be deemed severable and the remainder of the contract shall remain in full force and effect.

M

The parties confirm that the rights granted by this licence do not create a lease or tenancy covered by the Landlord and Tenant Act 1954 and there is no agreement for lease.

N

Any personal data (as defined in applicable data protection law) that a party receives from the other party relating to the party's offices or staff shall not be misused by the other party in the course of managing and processing the business contemplated by this Contract, shall be provided in compliance with the applicable data protection law and (2) you use the recipient only as strictly necessary for carrying out the purpose, and (3) the personal data is processed only in line with the recipient only to the extent strictly required for carrying out the purpose, and in each instance in accordance with the Data Protection Law. Notwithstanding the foregoing, each party will provide and will make available personal data of employees and officers (such as work email address and telephone numbers) of the other party in the performance of this Agreement on the basis of legitimate expectation. Each party shall in receipt of personal data do so in accordance with applicable data protection law and regulation.

R

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 thereto.

S

The concessionaire shall not, without prior consent of the manager of the Retailer's store manager, be entitled to use any APL sign, symbol, address, brand name, or any other element of the Retailer's identity or goodwill in any form.

I have read and accept the terms and conditions.}

[Signature]

PRINT NAME