**Guidance Note: Use of Pop-Up Licences**

1. **Purpose of the Licence**
A short-term licence for a charity to use “pop-up” retail premises should be utilised when a property owner or tenant allows a charity to temporarily occupy the premises for retail purposes.
2. **Expedited Occupancy and Key Features**
Pop-up arrangements aim to enable the charity to occupy the space and commence trading swiftly. The legal documentation provided in this subfolder is concise compared to a standard commercial lease or licence to occupy. It covers essential aspects such as rent, rates, permitted use, and termination. Since no service charge is applied, any costs for services or facilities provided by the licensor must be factored into the agreed rent.
3. **Avoiding Security of Tenure**
To prevent the charity from being classified as a “tenant” with security of tenure rights (which allow business tenants to remain in occupation after a lease expires), the licence should be for a maximum term of six months. The charity must vacate the premises immediately upon expiry. Should the charity need to continue occupying the premises beyond this period, a short-term lease template should be employed instead.
4. **Drafting and Review Process**
Typically, the licensor prepares and provides a draft licence for the charity (as the prospective licensee) to review or agree upon. One of the three templates in this subfolder is appropriate for such purposes.
5. **Charity-Initiated Proposals**
Charities are encouraged to request the licensor to consider using one of the provided templates. Given the short-term nature of the commitment, licensors may agree to this approach. If the licensor suggests amendments to the template, charities should seek legal advice for any modifications that raise concerns.
6. **Checklist for Reviewing Licensor’s Draft**
Should the licensor decline the charity’s proposed licence form, the templates can serve as a checklist when reviewing the licensor’s draft. Any deviations from the template—whether additional terms are included or standard terms are omitted—may indicate potentially unfavourable or risky provisions. Legal advice should be sought for clarification or negotiation.
7. **Fit-Out Requirements**
Before commencing trading, the charity may need to fit out the premises. In such cases, a fit-out consent letter must be obtained from the licensor. If the licensor is a tenant rather than the property owner, their landlord’s consent might also be required.
8. **Adapting Templates for the Charity**
Each of the three templates includes alternative wording for identifying the charity as the licensee, accommodating various legal structures. The signature clauses at the document's end must also be customised to reflect the charity's legal form and designate the authorised individuals responsible for signing on its behalf.