Concession and Stockist Terms and Conditions

Version 1.0 · Effective 18 October 2026

These terms apply to every application for, and every placement in, a concession space at Sofia Patisserie, 98 Cheetham Hill Road, Manchester M4 4EX, operated by Sofia Patisserie Limited (company number 15016337) ("Sofia Patisserie", "we", "us"). "Stockist" or "you" means the business named in the application. By submitting an application you confirm that you have read, understood and agree to these terms.

1. Applications and acceptance

1.1 An application is a request to be considered for a placement. It does not create a binding agreement or reserve a space.

1.2 We may accept or decline any application at our sole discretion and are not required to give reasons.

1.3 A placement begins only once we have confirmed acceptance in writing, both parties have signed the Concession Agreement, and the first fee and deposit have been received in cleared funds.

1.4 We cannot accept an application unless these terms have been agreed in full.

2. Accuracy of information

2.1 You warrant that all information and documents you provide, in your application and at any later time, are true, accurate, complete and current.

2.2 Providing false, misleading, altered or misrepresented information or documents is a serious breach. We will reject the application or terminate the placement immediately, without refund of any fees or deposit, and may recover any loss this causes us.

2.3 Where appropriate we may report falsified documents to the relevant authority, insurer or local council.

2.4 You must tell us in writing within 48 hours of any change to the information you have given, including your food hygiene rating, registration or insurance.

3. Fees, deposit and payment

3.1 Monthly fees are invoiced and payable in advance. Pop-up table fees are payable in full at the time of booking.

3.2 A refundable deposit equal to one month's fee is payable before the placement begins. We may deduct from it any sums you owe us, including unpaid fees, cleaning, repair or disposal costs.

3.3 Commission is calculated on the gross value of your products sold through our tills, excluding VAT, at the rate for your package.

3.4 All prices are exclusive of VAT, which is added where applicable.

3.5 Fees remain payable whether or not your products sell. Late payments carry interest under the Late Payment of Commercial Debts (Interest) Act 1998, and we may remove products or suspend the placement until payment is received.

3.6 Pop-up bookings cancelled by you within 14 days of the booked date are not refundable.

4. Sales and settlement

4.1 We make no representation, promise or guarantee as to footfall, customer numbers, sales volumes, revenue or profit.

4.2 We accept no liability whatsoever for low sales, no sales or any shortfall in your expected income.

4.3 Sales made through our tills are settled to you monthly, less commission and any sums due to us, within 14 days of the end of each calendar month, together with a sales statement.

4.4 Retail prices are set by you and agreed with us in writing before display.

5. Your products and food safety

5.1 You are solely responsible for your products, including their safety, quality, legality, ingredients, labelling, allergen information, shelf life, traceability and any recall.

5.2 Food businesses must be registered with their local authority, hold a food hygiene rating of 4 or 5, and ensure that anyone handling food holds a Level 2 Food Hygiene certificate or above.

5.3 All products must be halal and must contain no pork or alcohol. Food and drink must be labelled in line with the Food Information Regulations 2014, including full ingredient and allergen labelling for prepacked for direct sale food (Natasha's Law).

5.4 Chilled products must be delivered at 1–5°C with at least 7 days' remaining shelf life; ambient products with at least 60 days.

5.5 You must notify us immediately of any product recall, safety concern, complaint or allergen incident relating to your products.

5.6 We may refuse, remove or withdraw any product at any time, without liability, where we reasonably believe it is unsafe, non-compliant, out of date, damaged or harmful to our reputation.

6. Insurance

6.1 You must hold, and keep in force for the whole placement, public liability insurance and product liability insurance of at least £1,000,000 each, with a reputable UK insurer.

6.2 You must provide current certificates with your application and on each renewal, and tell us immediately if any policy is cancelled, lapses or changes.

7. Indemnity

7.1 You indemnify Sofia Patisserie, its directors, staff and guests against all claims, losses, damages, fines, costs and expenses (including reasonable legal fees) arising from your products, your staff or representatives, any breach of these terms, or any infringement of third-party intellectual property rights.

8. Limitation of liability

8.1 Your stock remains your property and at your risk at all times. We will take reasonable care of it but are not liable for loss, theft, spoilage or damage, including from equipment or power failure, except where caused by our proven negligence.

8.2 We are not liable for any loss of profit, revenue, business, goodwill or any indirect or consequential loss.

8.3 Our total liability to you in any 12-month period is limited to the fees you have paid to us in the three months before the claim arose.

8.4 Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for any liability that cannot be limited by law.

9. Term, notice and termination

9.1 Monthly placements have a minimum term of three months and then continue month to month until either party gives 30 days' written notice.

9.2 We may terminate a placement immediately by written notice if you breach these terms, provide false information, let your insurance or registration lapse, fall below a hygiene rating of 4, act in a way that harms our guests, staff or reputation, or become insolvent.

9.3 On termination you must collect all stock and fixtures within 7 days. Items left after that time may be disposed of at your cost.

10. Staff, conduct and premises

10.1 Anyone representing you on our premises must have the right to work in the UK, follow our food safety, health and safety and conduct policies, and treat our guests and team with courtesy and respect.

10.2 Deliveries and restocking take place by arrangement during opening hours. You may not alter, attach fixtures to or advertise on our premises without written consent.

11. Brand and intellectual property

11.1 Each party keeps ownership of its own brand, trade marks and intellectual property.

11.2 You may not use the Sofia Patisserie name, logo or images without our prior written consent.

11.3 You grant us a non-exclusive, royalty-free licence to use your brand name, logo and product images to promote your placement in our store, on our website and on our social media for the duration of the placement.

12. Non-circumvention and non-solicitation

12.1 During the placement and for 12 months after it ends, you must not, directly or indirectly, solicit or deal with our suppliers, partners or contacts introduced through us to bypass Sofia Patisserie, or solicit or employ our staff, without our written consent.

13. Confidentiality and data protection

13.1 Each party will keep confidential any non-public business, pricing or sales information received from the other.

13.2 We process the personal data in your application under UK GDPR and the Data Protection Act 2018, to assess your application and manage any placement. We keep application records for up to two years, or for six years after a placement ends.

14. Additional services

14.1 Marketing, content, branding and website services are optional, quoted separately and provided under a separate written agreement. Requesting a quote does not affect the assessment of your application.

15. General

15.1 These terms, together with the Concession Agreement, form the entire agreement between us. Where they conflict, the signed Concession Agreement prevails.

15.2 We may update these terms with 30 days' written notice. You may not assign or transfer your placement without our written consent.

15.3 Neither party is liable for delay or failure caused by events beyond its reasonable control.

15.4 These terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Please keep a copy of these terms for your records.