

HATCH: Revo Competition for small businesses

February 2019

Terms and Conditions

By entering Revo's (Retail Evolution) HATCH (the Competition) you agree to the following terms and condition (the terms):

For the purposes of these terms, the following terms shall have the following meanings.

'The Owners' – 'This is the group of 6 landlords committed to supporting winners of the HATCH Competition. These are Hammerson plc, M&G Real Estate Limited, Ellandi LLP, Harcourt Developments Limited, Unibail-Rodamco-Westfield SE, Land Securities Group plc.

'The Partners' – British Independent Retail Association (bira)

Entries

1. To be eligible to win the Competition, entries must be completed and submitted by filling in the entry form online via the www.revocommunity.org/revo_hatch website (an Entry).
2. Only one Entry per person will be accepted. All additional Entries will not be considered and cancelled.
3. All entries must be received by 5pm UK time 14 April (the Closing Date). All Competition entries received after the 'Closing Date' will be automatically disqualified.
4. The entry form must be correctly filled in completely and accurately. Entry forms that are incomplete (where questions are left unanswered) or that are found to be inaccurate may be disqualified from the Competition, in the absolute discretion of Revo. By entering the Competition, you represent and warrant that all information submitted in your Entry is true, correct, current and complete; and all work relating to your business is your own work and all intellectual property rights in that work are owned by you or your business.
5. Entrants must demonstrate with their application that they own/operate a retail business in the UK or Ireland and that they have a strong vision, plan and evidence that they can achieve that vision; that the idea is commercially and financially viable, and has a view to longevity; and display creativity, innovation, genuine approach and passion.
6. In order to have submitted a valid Entry to become a 'Participant' entrants must:

Accept and comply with these Terms:

- A. Be individuals.
- B. Be aged 18 years and over with the right to work in the United Kingdom (the 'UK') or Ireland and the right to remain in the either country for at least two years after the Closing Date:
- C. Possess all relevant safety authorisations, food hygiene certificates, insurance and relevant licences (including those required for the sale of alcohol if applicable) required for the operation of a pop up stall or unit to sell the products of their businesses and shall provide copies of those documents to Revo and landlords on request. For the avoidance of doubt, where it is not possible to obtain the authorisations and certificates under this Condition prior to entering the Competition, these may be obtained at a later date but must be evidenced to Revo and the relevant landlord before a Participant may take up any prize.
- D. Have all necessary corporate approvals required in order to enter the Competition and accept any Prize (if won). For example, if an entrant's business is co-owned, the entrant must have

obtained, the prior written consent of the co-owner(s) before entering the Competition. Where applicable, by agreeing to these Terms, you warrant and represent that you have received the written consent of the co-owners(s) of your business.

Criteria

Revo and the landlords have deliberately kept the criteria as open as possible to encourage applications from as many different types of small businesses as possible. However, the aim of the competition is to award space and the support package to businesses that would benefit from receiving a significant helping hand which this initiative would provide.

Therefore, below are some considerations regarding the kinds of businesses that the Revo landlords and judging panels will seek to support and the parameters for judgement:

1. Businesses for whom taking space in a 'retail place' would under any other circumstances be challenging. The HATCH prize should represent meaningful support for the business in question.
2. However, there needs to be serious consideration by the applicant as to how having a physical retail space will benefit the business in question and how this will be run over the period of time agreed with the landlord.
3. There will be less consideration given to those who have successfully operated multiple mall kiosks or have numerous sites unless there is a compelling business case to do so.
4. Years of existence – there have been no stipulations around age as Revo, the landlords and the Partners would be open to supporting businesses of all ages. These may include businesses that are at the beginning of their commercial venture, or others that are have been in existence for a long time but are seeking a new direction.
5. Staff – there are no restrictions on the number of staff that may be employed by the business.
6. Turnover – there are no restrictions in regards to turnover.

Prize offering 2019

Hammerson, Silverburn Shopping Centre (Glasgow)

Landsec, St David's Dewi Sant (Cardiff)

Westfield, Stratford City (London)

Harcourt, Parkway Shopping Centre (Limerick)

Ellandi, Bloomfield Shopping Centre (Bangor)

M&G Real Estate, The Galleries (Washington)

Prize: (this is the text from 2018 campaign)

1. Each landlord is willing to provide a retail space to one winner, free of occupier costs such as rent, service charge and business rates. However, legally, space can only be afforded if there is some consideration, even if that is of minimal or a nominal denomination paid for by the occupier of the space. For example, an amount such as £1, €1 or peppercorn.
 - o This prize does not mean that the landlords will provide equipment, furniture, and props to be used in the unit. These may be provided at the discretion of the landlord, however, it should be expected for that cost to be carried by the competition winner.
2. The time allocation of the prize is up to 3 months to be completed by the end of Q3, 2019. The landlords have complete discretion in regards to how much time will be awarded to each winner
3. British Independents Retailers Association – bira will provide a year's worth of free membership, for which more details can be found on their website.

Expectations of winners:

Each offer from landlords is articulated within the applicant toolkit and this document. Expectations of participants and winners:

- To be honest and truthful about history of business, experience in running retail businesses and personal circumstances
- To work closely with Landlord teams to work on design and development of space
- To be open about support required for winning business
- There may be additional funds required by the winner to support design and development of the space to bespoke for the brand in question.
- There will be costs which the winner will have to bear on having stock, staff and miscellaneous aspects of running a property or physical retail space.
- To operate and 'keep open' the unit/mall space during pre-agree trading times, i.e. core trading hours.

Contact, data and post competition

The goals of the HATCH initiative are to bring new, budding businesses with potential for longevity to the unique opportunity that a retail place, with footfall and exposure to new customers, can bring to a fledging business.

1. On the application form, indicate whether even if you were to not win a Prize, that you acquiesce to Revo sharing your details and application with landlords so that other deals or relationships might be forged in the aftermath of the competition.
2. With reasonable notice, winners would be required to support press relations. The details of this will be determined after judging has taken place.
3. With reasonable notice, winners would be required to provide blogs and video content in regards to their prize.

All Participants must be available:

1. For preliminary interview either by phone or in person in April 2019.
2. Also, in April or May 2019 be available to be at and travel to pitch before a judging panel in a location TBC.
3. To trade in a physical retail space from between May and September 2019.

No Security of Tenure

In accordance with the provisions of section 38A (1) of the Landlord and Tenant act 1954 the parties have agreed that the provisions of sections 24 to 28 of that Act shall be included in relation to the tenancy created by this agreement.

Invalid entries and Disqualification

1. Failure to submit an Entry in accordance with these Terms, will mean entrants will not be eligible to enter the Competition or win the prizes set out in these Terms and Conditions. Revo, the landlords and the partners accept no responsibility for any Entries that are delayed, lost, corrupted, damaged, incomplete or otherwise invalid. Revo, the landlords and partners will not be responsible for any fault or failure (including technical or digital) which prevents a person from entering the Competition, howsoever caused but will retain discretion in deciding whether that applicant is eligible to enter.
2. Entries may be rejected or disqualified from the Competition at the sole discretion of Revo for reasons including but not limited to breach of these Terms, obscenity, abuse of any kind, defamation, an invasion of privacy or any other objectionable content. Any entrant found to be

submitted unsolicited bulk messages (i.e spam) or posting the same Entry from more than one email address will be disqualified from the competition.

Termination

Revo is acting in good faith but may terminate any Entry at its sole but reasonable discretion at any time if it believes the Entry is not in accordance with the purposes and goals of Revo and the Landlords.

Terms and conditions

Revo and participating landlords reserve the right to change any and all of these Terms and Conditions at any point.

On site

Winners of the competition may have to enter into and comply with contractual terms or a legal agreement with specific landlords providing the space.