

LICENCE TO OCCUPY AND GENERAL TERMS TO USE CONSESSIONARY SPACE AT THE PLANT PLOT

For those Licensees without any individual agreement these are the terms for occupying a cabin at The Plant Plot effective from 1 June 2025.

This LICENCE AGREEMENT is made between the Licensor, Green Almond Garden Centres Ltd and each Licensee.

LICENCE TERMS

1. The use of a unit by licence agreement (subject to these terms) and is not a business lease or formal tenancy.
2. The Licensee's occupation of a unit constitutes full acceptance of the terms of this licence without exception.
3. The Licensor is GREEN ALMOND GARDEN CENTRES LTD, owning company of THE PLANT PLOT.
4. The Licensee is each venture occupying a cabin at The Plant Plot Garden Centre, Stafford Rd, Lichfield.
5. The Licensor will agree the condition of the Unit prior to the Licensee moving in. Thereafter, any internal repairs and general upkeep are the responsibility of the Licensee. The Licensor will be responsible for external items such as roof repairs but not external decoration.
6. Each Licensee has been allocated a unit in a particular location, and we reserve through agreement to move your unit or reallocate you to another unit on site. In practice this is unlikely to happen.
7. On taking a unit – and we require ID for all 'business partners' running each unit and proof that you carry adequate public liability insurance. The Licensor insures the buildings but not the contents
8. No unit can be assigned or sublet or occupied to any other party other than the Licensee .
9. The notice period to quit any unit is 2 months in writing/email by the Licensee, or 3 months by the Licensor. Other than on any substantial breach of the conditions of this agreement (for example, where arrears of licence fee/electric costs exceed 30 days) where in such circumstances the agreement can be ended by the Licensor with 24 hours' notice. Any notice given between 1st December and 29th February is to be on 14 days notice with all goods to be removed from the cabin within that period. Otherwise the Licensor reserves the right to remove goods/fixtures without notice at the Licensees expense.
10. On quitting your unit it must be handed back clear of all goods and sales stands etc. Any lights or fittings such as insulation and wall coverings fitted by the Licensee, or any other party are not to be removed.
11. The nature of your business and goods to be sold are to be agreed at the outset with the Licensor. Any significant changes will need Licensor approval.
12. The licence fee is payable for all months other than for **seasonal craft units** where by specific agreement there is no rent in January and February. Electric use is charged separately as used throughout the year. Fees are billed at the start of each month and are to be paid by the 15th of each month. Electric use invoicing runs a month in arrears.

13. Units should as far as is reasonable to open for trade 10-4 Thursday to Sunday inclusive along with all Bank Holiday Monday's- and during any other business hours if the Licensee wants to open. There is no obligation to trade in January or February. The centre generally closes Christmas Eve mid afternoon until 2nd January and no access is available during that time without prior arrangement
14. Licensees are welcome to use the WC and washbasin facility next to the Garden Centre staff room or behind the old café.
15. Licensees must take away any empty boxes and rubbish from the site and not use the general waste hoppers in the car park, other than for light daily waste. Unless your licence is on the basis of contributing for the cost of rubbish removal.
16. The outside areas around the units are not to be used for junk/rubbish/old display stands. The Licensor will remove any items left outside without notice. Licensees may if space permits sell from the areas in front of their unit. Please be mindful of disabled access and health & safety generally.
17. Licensees are entitled to 10% discount in the garden centre shop
18. Please do not take any garden centre stock to place outside your unit.
19. Should the garden centre/site generally have to close for unexpected reasons such as extreme weather or road closure then you must close your cabin for that period of time.
20. We will provide electricity and where appropriate water to the cabin. Should the service be interrupted the Licensor will endeavour to fix any issue as soon as possible, without compensation for any disruption of less than 2 days.
21. Parking. Loading and unloading from your unit via the **main car park** is OK between 9am and 9.30am weekdays and after 3.30pm any day. Unloading can be completed within 15 minutes and is not a reason to occupy the main car park for longer. It is not OK for any reason at any other time. Car parking is strictly 'up at the **top glasshouse area**' at all times; unless there is no space available. In those circumstances when using the main car park please try the spaces by the car wash and down the far end of the car park first of all.
22. The main gates are open approximately 8.45 am to 5.05 pm. Please do not come to site outside these hours without prior agreement. There is no access to the site from closing time at weekends other than for the Potting Shed Restaurant. If you leave after 5pm or are the last car in the glasshouse area car park you must immediately relock the gates exit.
23. The Licensee must not use The Plant Plot as a formal business address for official purposes, such as registration with HMRC, Companies House or any other official agency or utility supplier.

UPDATED JUNE 2025.