

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 March 2022.

GENERAL TERMS

1. The use of a unit by licence agreement (subject to these terms) and is not a business lease or formal tenancy.
2. 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.
3. On taking a unit – and we require ID for all ‘business partners’ running each unit and proof that you carry adequate public liability insurance.
4. No unit can be assigned or sublet to any other party by the licence holder.
5. The notice period to quit any unit is 2 months in writing/email by the Licensee, or 6 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.
6. On quitting your unit it must be handed back clear of all your goods and sales stands etc. Any lights or fittings such as insulation and wall coverings fitted by you, or any other party are not to be removed.
7. The licensor is GREEN ALMOND GARDEN CENTRES LTD, owning company of the PLANT PLOT. 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.
8. The nature of your business and goods to be sold are to be agreed at the outset. Any significant changes will need Licensor approval.
9. 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 within the same month. Electric use invoicing runs a month in arrears.
10. Units should as far as is reasonable to open for trade 10-4 Thursday to Sunday inclusive- and during any other business hours if you want 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
11. Licensees are welcome to use the WC and washbasin facility next to the Garden Centre staff room
12. Licensees must take away any empty boxes and rubbish from the site and not use the general waste hoppers in the car park. Unless your licence is on the basis of contributing for the cost of rubbish removal.
13. The outside areas around the units are not to be used for junk/rubbish/old display stands. We spend around £600 pcm on pest control, currently, and it would be great to reduce the need for call outs et). Licensees may if space permits sell from the areas in front of their unit.
14. Licensees are entitled to 10% discount in the garden centre shop
15. Please do not take any garden centre stock to place outside your unit.

16. Parking. Loading and unloading from your unit via the **main car park** is OK between 9am and 9.30am weekdays and after 4pm any day. Unloading can be completed within 30 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.
17. The main gates are open 8.45 am to 5.05 pm. Please do not come to site outside these hours without prior agreement.

UPDATED AUGUST 2022