



Shallowmead Wholesale and Retail Nurseries Ltd
Boldre Ln, Boldre, Lymington SO41 8PA.

manager@shallowmead.co.uk : www.shallowmead.co.uk : 01590 672550
company No. 1311474 : VAT No. GB 293 5543 34

One-Month Retail Unit Hire Agreement with No Role-over or Service Charge

1. Parties & Premises

Landlord: Shallowmead Wholesale & Retail Nurseries Ltd ("Landlord").

Tenant: The party completing the online booking ("Tenant").

Premises: The retail unit identified in the booking confirmation (the "Unit").

This Agreement replaces any prior drafts and applies only to the booked Unit for the booked month.

2. Term, Nature of Tenancy & No Security of Tenure

2.1 Fixed one-month hire. The Agreement starts on the first day of the booked month and ends automatically at 23:59 on the last day of that month (the "Term"). There is no automatic roll-over. To continue, the Tenant must make a fresh booking and pre-pay for the next month.

2.2 Commercial use only; no residential or sleeping use. The Tenant confirms that this is a commercial occupation only.

2.3 Exclusion of security of tenure. This Agreement is contracted out of Part II of the Landlord and Tenant Act 1954. The Landlord will serve a warning notice and the Tenant must complete the simple declaration before occupation. The Tenant has no statutory right to remain, renew or receive compensation when the Term ends.

3. Payment

3.1 Rent: The full monthly fee is payable upfront at booking. All sums are subject to VAT (if applicable).

3.2 Utilities: Electricity is billed by meter readings and invoiced separately; water and drainage only where available. The Tenant must pay all utility charges on or before the day they vacate the premises.

3.3 No service charge applies under this one-month Agreement.

3.4 Business rates: If applicable, the Tenant is responsible for non-domestic rates for the Unit and will indemnify the Landlord against any liability arising from non-payment.

4. Permitted Use, Licences & Compliance

4.1 Use: Lawful business use only. Activities must not cause nuisance or bring the site into disrepute.

4.2 Units are for horticulture, local businesses, craftspeople or artisans. We reserve the right to refuse applications from businesses who do not fit these criteria. Any businesses who clearly do not meet the criteria will have their booking terminated and will be refunded minus any handling charges we incur.

4.3 Licences & planning: The Tenant is responsible for obtaining and maintaining any licences, consents or planning permissions required for its operation or alterations, at its cost, with Landlord approval.

4.4 Health & Safety: The Tenant is responsible for its own H&S, risk assessments, and the safety of its staff, contractors and visitors.

5. Access, Deliveries & Parking

5.1 Deliveries must use the designated delivery entrance and unloading area. Do not block, store, or leave goods there.

5.2 Staff park only in the designated staff areas; customers use the main car park.

5.3 Out-of-hours access is by arrangement; unlocking/locking procedures must be followed.

6. Fit-Out, Alterations & Signage

6.1 Internal fit-out and upkeep are the Tenant's responsibility. No structural works or penetrations to walls, roof or floor without prior written approval. External plant/equipment requires Landlord consent.

6.2 Signage and advertising on site must comply with Landlord policies and any planning rules.

6.3 Internet/telecoms: The Tenant provides its own services or may request access to the in-house system where offered; no access to staff/customer networks.

7. Utilities & Waste

7.1 Electricity: Landlord provides supply/meter where available; Tenant maintains internal installation and uses approved equipment. The Landlord is not liable for supply interruptions.

7.2 Water/Drainage (where available): Only ordinary sanitary wastewater may be discharged; no harmful, oily, greasy, or hazardous substances. Trade effluent is prohibited without consent.

7.3 Heating: Tenant to use only compliant electric heating within the Unit.

7.4 Waste: Tenant removes its own waste promptly and keeps its area and shared areas tidy. Hazardous waste must be stored and disposed of under a suitable contract.

8. Maintenance, Condition & Making Good

8.1 Landlord maintains structural/external elements of the building where relevant. Tenant is responsible for all internal repairs, decorations, fixtures, fittings and equipment within its Unit, including roller shutter servicing if installed.

8.2 Blockages or damage caused by the Tenant must be remedied at the Tenant's cost (including issues affecting shared systems).

8.3 Dilapidations: A Schedule of Condition will be prepared at the start. On vacating, the Tenant must remove its items, repair any damage and return the Unit to its original condition ("make good").

9. Insurance & Liability

9.1 Landlord insures the building structure. The Tenant must insure its contents, fixtures, fittings, and stock, and carry suitable public liability insurance for its operation on site.

9.2 The Landlord is not liable for Tenant's property or business interruption. If the Tenant's use increases the Landlord's building insurance premium or triggers an excess, the additional cost may be recharged.

10. Site Rules & Hours

10.1 Follow site opening hours, temporary closures, and all instructions on security, fire safety and use of shared areas.

10.2 Noise, dust and odour must be kept to a minimum to avoid disturbance to SMN and tenants.

10.3 Tenants may use public toilets where provided and are responsible for keeping their area clean.

11. Breach, Non-Payment & Re-Entry

I` `||||f the Tenant fails to pay any sum due or commits a material breach, or becomes insolvent, the Landlord may re-enter and terminate this Agreement. The Tenant may seek any statutory relief available. Outstanding sums remain payable.

12. Notices & General

12.1 No assignment, underletting or sharing occupation without the Landlord's prior written consent.

12.2 Variations must be in writing and signed by both parties. UK law applies.

13. End of Term & Handover

The Agreement ends automatically at month-end. The Tenant must vacate, remove all belongings, return keys and codes, and make good. Deliveries after the Term will not be accepted by site staff.

14. Execution

By completing the online booking and paying the monthly fee, the Tenant agrees to these terms and confirms the warning notice has been received and the simple declaration completed.

Appendix A – Warning Notice (Landlord & Tenant Act 1954)

IMPORTANT NOTICE: You are being offered a lease of the Unit for a term of one (1) month commencing on the start date shown in your booking. The lease will not give you security of tenure under Part II of the Landlord & Tenant Act 1954. This means that when the lease ends you will have no legal right to remain in occupation of the premises, to request a new lease or to compensation. If you are willing to accept a lease without security of tenure, please sign the declaration in Appendix B.

Appendix B – Tenant's Simple Declaration

To be completed on collection of keys.

I declare that I have received the Warning Notice dated [] relating to the proposed lease of [] for a term of one (1) month commencing on [].

I have read and understood that notice and accept that the proposed lease will not have security of tenure under Part II of the Landlord & Tenant Act 1954.

Signed:

Date: / /

Name:

Appendix C – Schedule of Condition. Photos and notes of the Unit's condition at start of Term.

Any existing defects the Tenant wishes to record must be listed and agreed before occupation. Photos will be sent via separate email.