

Stonegate Group

PUB PARTNERS

Retail Partnership Tenancy with Extended Repairing Obligations (Tied) Summary of Terms (5 Year Term)

1. THE TENANCY

Term

The term will be for 5 years. The Tenancy is not protected by Part II of the Landlord & Tenant Act 1954.

Ending the Tenancy

Our Rights

Save for as provided for below We will also be able to end the Tenancy at any time by giving You 6 months' notice but only if You are in breach of any of Your obligations in the Tenancy or if for any reason the Terms of Trading referred to above become wholly or partially unenforceable or we are otherwise required to amend or delete them in whole or in part.

We will also be able to end the Tenancy on 9 months' notice for any reason from the twenty seventh (27th) month of the Term (meaning that in these circumstances the Term will end no earlier than after the expiry of the third year of the Term).

Your Rights

Subject to You complying with the terms of the Tenancy You will be able to end the Tenancy at any time for any reason upon giving Us 9 months' notice.

Costs

Each party pays its' own legal costs. If we have to obtain head landlord's consent to the Tenancy a contribution of £750 will be payable by You on acceptance of the offer of a new Tenancy, to be refunded to You only upon legal completion.

2. AGREEMENT FOR TENANCY

The Tenancy may be preceded by an Agreement for Tenancy where head- landlord's consent is required. You will be able to occupy the pub on all the terms of the Tenancy as soon as You enter into the Agreement for Tenancy and then We will be bound to grant, and You will be bound to take, (subject to the terms of the Agreement for Tenancy) the Tenancy. The start date of the Tenancy will be the Commencement Date of the Agreement for Tenancy.

3. THE RENT

Rent

Rent will be agreed by negotiation, having regard to the potential profitability of the business and taking into account all of the terms of the Tenancy.

Payment

Rent, including VAT, is paid weekly in advance by Direct Debit or such other means as We may specify. We reserve the right to make administration charges if payments are not made by Direct Debit.

Outgoings

You will be responsible for all rates and all other outgoings including but not limited to all utilities and You must notify all suppliers of Tenancy change on commencement.

You agree that You shall supply Us with a written authority to engage directly with Your energy suppliers (or any individual supplier) to the Premises.

Deposit

A cash deposit equivalent to 3 months' rent is required on commencement of the Tenancy. Interest is payable on the deposit. Further monies may be required in order to obtain credit on trading terms.

Annual Indexation

The rent is adjusted upwards or downwards at or around each anniversary of the start date in line with the Consumer Price Index House (CPIH).

Rent Reviews

There are no open market rent reviews.

4. PERMITTED USE

The premises may be used as a fully licensed public house for the retail sale of alcoholic and non-alcoholic drinks and the ancillary provision of accommodation, food and other refreshment together with use for the preparation and sale of food for consumption off the Premises (to be either collected and/or delivered), dark kitchen use, or with any other ancillary use for which We have granted consent (subject in all cases to You having the necessary statutory consents). You may not use the Premises primarily as a restaurant. You may use the residential parts of the Premises as a domestic dwelling.

5. INSURANCE

Landlord

We will arrange insurance for the building and for two years' loss of rent and recharges. Our insurance costs will be recharged to You weekly in advance together with VAT.

Tenants

You will be required to arrange insurance cover for the contents including trade inventory, stock, all fixed glass, the premises licence and employer's liability. You must also insure against third party and public liability, loss caused by interruption to the business and any loss of money. We may offer this service to You currently at a cost of £1,897.74 per annum, subject to review.

6. TERMS OF TRADING

Trading Tie

The extent of the trading tie is a matter for negotiation at the start of the Tenancy. A "full wet tie" would require You to purchase from Us all beers, including cask conditioned and low alcohol or no alcohol ales, all lagers, all ciders, all flavoured alcoholic beverages, all wines, all spirits and all minerals whether in draught or packaged forms. You can, however, choose to be free of tie on some or all of the following categories: one guest cask conditioned beer sourced from a SIBA brewer and dispensed from one hand pump, flavoured alcoholic beverages, wines, spirits or minerals in exchange for payment of an annual Tie Release fee for each category released. Either party can serve 3 months written notice to cancel a Tie Release Fee at any time and revert to a 'full wet tie'.

Payment

Payment for tied products ordered from your price list will usually be collected on the Rent Day in the next week following Your delivery by way of Direct Debit.

Price List

The price list and any discount structure agreed at the outset will continue throughout the term subject to Our entitlement to update prices and any applicable discounts and qualifying products from time to time.

Gaming and Amusements Machines

Unless otherwise stated in Our letting particulars there is a prohibition against bringing gaming and amusement machines on to the premises. We may consent to the installation of such equipment and if so the terms of any consent will be dealt with in a machine consent letter.

Annual Release Fees

If any aspect of the "full wet tie" is released, this arrangement will continue for the duration of the Tenancy, subject to the payment of Annual Release Fees. These will be fixed at an agreed amount, subject to annual indexation in line with the Consumer Price Index House (CPIH), payable weekly alongside your rent.

Beer Dispense Equipment

Dispense equipment is provided by the nominated suppliers and is maintained and owned by them. Cellar cooling equipment is your responsibility and You must join our group servicing scheme to cover this.

Flow Monitoring Equipment

You must allow Us or if relevant Our agents, access to the Premises to install and inspect and maintain Flow Monitoring Equipment and to use Your electricity supply at Your cost to operate the equipment.

Disclosure

You will be required to provide copies of your VAT returns & annual accounts upon request.

Marketing Club

You shall be provided with marketing materials to drive key football driving events, in exchange for a marketing club fee, paid to Us weekly in addition to Your rent.

Communication

You must communicate with Us by email or such other method of electronic communication as We elect and notify to You (which may include, without limitation, an electronic communication platform).

This Summary of Terms is provided for guidance only. In the event of any inconsistency between this Summary of Terms and the current form of legal documentation, the latter shall prevail. Subject to Contract and formal Tenancy Agreement.

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7. FIXTURES AND FITTINGS

Tenant

You must purchase the loose trade inventory at valuation and You must repair and replace these items as necessary during the term. If You own the trade inventory We may purchase it at valuation during or at the end of the Term and offset the value against any money You may owe. You may not sell or charge the inventory to any third party.

Landlord

Landlord's fixtures and fittings remain in Our ownership throughout the Term.

8. REPAIRS

Exterior Structure and Services

We are responsible for the foundations, structural timbers, walls and main roof timbers. You are responsible for notifying Us as soon as You become aware of any required repairs for which We are liable in order that both parties can mitigate against further consequential damage. You will be responsible for all other repairs and day to day maintenance, including (without limitation) drains, wall coverings, roof coverings, car parks, gardens, signage and lighting.

Interior and Non-Structural

You will be responsible for the repair and maintenance of the interior and all landlord's fixtures and fittings.

Redecoration

You must redecorate the interior and exterior of the property in an agreed initial decoration year and thereafter as often as is required or at least every 3 years and in the last 6 months of the term if We reasonably require.

Repairs and Maintenance Fund

You will contribute to a repair & maintenance fund and You may draw down from that fund for the purposes of complying with Your repairing obligations or We may do so if We carry out repairs for which You are responsible. The balance of the account will be repaid to You when You leave the pub if it is in good repair and all other accounts are up-to-date.

Alterations

You may not carry out any structural alterations but may carry out non-structural alterations with Our permission. We may ask You to reinstate these at the end of the term.

Signage

You must maintain all signs and lights. You may not alter the signage without Our prior consent.

Service Charges

We will deal with compliance testing (but not remedial works unless they fall within Our obligations) for health & safety, lifting equipment and gas & electrical safety in exchange for a service charge paid to Us weekly in addition to Your rent. The initial charge is currently £1,1394.76 plus VAT per annum. That initial charge may be subject to review at any time, based on the actual cost to Us of providing these services. You will pay a maintenance service charge which is currently £620.30 plus VAT per annum for the cellar cooling maintenance and currently £1,088.28 plus VAT per annum for the heating system maintenance.

Accounts and Stocktaking

All tenants are required to ensure that they instruct appropriate third party accounting and stocktaking services from properly qualified suppliers. Upon request You will be obliged to provide to Us copies of any documentation that they prepare for You as a result of them carrying out these services in respect of the business. The costs of these services will be payable by You direct to the service provider.

9. ASSIGNMENT

You may not assign, underlet or share possession of the premises.

10. TRAINING

We require You to complete Our e-learning training modules which are accessed via our applicant channel and attend the BIIAB Award in Beer and Cellar Quality course.

11. PREMISES AND PERSONAL LICENCES

Unless We request otherwise You must obtain by transfer or otherwise and hold throughout the Term a Premises Licence for the premises. You must also hold a Personal Licence and be named as the Designated Premises Supervisor (DPS) for the Premises, unless We consent to some other person being the DPS.

We may, at Our election, require You to transfer the Premises Licence to Us (or Our nominee) at any time during the term of the Lease.

If We (acting entirely at Our discretion) elect to apply for a 'shadow' Premises License for the Property (such application to be made entirely at Our cost) You shall provide such assistance to Us as We request (including, without limitation, allowing Us or our agents to display any statutory notices upon the Property) and furthermore You shall not do, nor allow any third party to do, anything which would jeopardise the status or progress of such application.

12. GUARANTORS

We will ask corporate tenants to provide personal guarantees from two of its directors or additional cash deposits in place of personal guarantees.

13. LEGAL & OTHER PROFESSIONAL ADVICE

You must receive independent professional advice in advance of preparing Your business plan. Before entering into a Tenancy You should receive further independent professional advice about all its terms. Before completion You would need to demonstrate You have taken further independent professional advice or confirm in writing Your decision not to do so despite Our recommendation.

All Stonegate Pub Partners Tenancies have repairing obligations which are "put and keep" in nature. This means that the property's condition at the commencement of the Tenancy is effectively disregarded when applying the repairing obligations. It is therefore important that You understand the condition of the property at the outset and the obligations that You are entering into.

In all cases we recommend that You commission Your own independent building survey and take specialist advice before entering into a Tenancy which contains repairing obligations.

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