

# Stonegate Group

## PUB PARTNERS

### Beacon Retail Partnership Tenancy (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 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 1 months' notice if You are in breach of any of Your obligations in the Tenancy.

We will also be able to end the Tenancy on 9 months' notice for any reason from the twenty seventh (27<sup>th</sup>) 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.

###### 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.

##### 5. INSURANCE

###### Landlord

We will arrange insurance for the building and for up to 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 £1,697.45 per annum, subject to review.

##### 6. TERMS OF TRADING

###### Trading Tie

A "full wet tie" which requires 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.

###### 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 Machine Tie

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.

#### **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.

#### **Electronic Point of Sale Equipment**

This will be provided as part of the inventory and You will ensure the equipment remains switched on at all times.

#### **Disclosure**

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

### **7. FIXTURES AND FITTINGS**

#### **Tenant**

You must purchase (or if not You must rent from us on terms to be agreed) 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. The trade inventory will include all electronic point of sale equipment.

#### **Landlord**

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

### **8. REPAIRS**

#### **Exterior Structure and Services**

We are responsible for all repairs to the exterior, structure and services. You are responsible for notifying us as soon as You become aware of any required repairs in order that we can both mitigate against further consequential damage. You will be responsible for all other repairs and day to day maintenance, including drains, all pipes, toilets and sanitary equipment and to keep all car parks, access ways, gardens, play areas, landscaping or other unbuilt upon areas safe for public access, properly surfaced or cultivated, clean and tidy and free from weeds.

#### **Interior and Non-Structural**

You will be responsible for the repair and maintenance of the interior and repair and maintenance, but not replacement, of Our Fixtures and Fittings.

#### **Redecoration**

You must redecorate the interior of the property in an agreed initial decoration year and thereafter as often as is required and in the last 6 months of the term if We reasonably require. We will redecorate the Exterior as often as We consider necessary.

#### **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.

#### **Retail Standards Support and Obligations (RSSO)**

You will be required to comply in all respects with matters set out in the RSSO documents provided to You. This includes a number of support packages to enable You to focus on running the business and Your participation and payment for these packages is mandatory.

They include:

- Retail standards property servicescheme
- Safety management solution scheme
- Cellar cooling equipment maintenance scheme
- Boiler maintenance scheme
- Electronic point of sale equipment maintenance and connectivityscheme
- Marketing support scheme

Full details of the schemes including the costs will be discussed with You.

### **9. ASSIGNMENT**

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

### **10. TRAINING**

We require You to complete Our Elearning 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.

If We (acting entirely at Our discretion) elect to apply for a 'shadow' Premises Licence 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.

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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