

DATED _____ **20[]**

YOUNG & CO.'S BREWERY, P.L.C. (1)

and

MARTHA DEACON (2)

**THREE YEAR FIXED TERM TENANCY
of
The Shepherd's Crook Public House
15 Fleece Street
London
EC14 3EP**



Young & Co.'s Brewery, P.L.C.
Riverside House
26 Osiers Road
Wandsworth
London
SW18 1NH

CONTENTS

Clause	Heading	Page
	Key Points of this Tenancy	1
	Section 1 Your Occupation	3
1	Letting.....	4
2	Representations.....	4
3	New Tenancy.....	4
4	Restrictions on Dealing with the Property.....	4
5	Security of Tenure	5
	Section 2 What you have to pay	6
6	Payments.....	7
7	Deposit.....	7
8	Outgoings.....	8
9	Service Charge.....	8
10	VAT.....	9
11	Interest.....	9
12	Acceptance of Rent and Application of Monies	9
	Section 3 Rent Review	10
13	Annual Indexation Review	11
14	Open Market Review	11
	Section 4 Looking after your Property	14
15	Repairs.....	15
16	Remedying Breach.....	15
17	Services	16
18	Decoration and Cleaning.....	16
19	Alterations	16
20	Carrying out works.....	16
21	Our Obligations.....	17
	Section 5 Insurance	18
22	What we must do.....	19
23	What you must do	19
24	Suspension of Rent.....	20
25	Termination Following Damage	20
	Section 6 Operating the Business	21
26	Business Obligations.....	22
27	Maintenance of Stock	22
28	Accounting Information	22
29	Signs.....	23
30	Licences	23
31	Trade Inventory	24
32	Amusement Machines	25
33	Employees.....	25
34	Use of Property.....	26
35	Legal Obligations.....	26

36	Reimbursing us.....	27
	Section 7 Purchasing Obligations	28
37	The Tie.....	29
38	Purchase of Drinks.....	29
39	Our Supply Obligations	29
40	Damages.....	29
41	Release of the Tie	30
	Section 8 Our Rights	31
42	Our Access to the Property.....	32
43	Our Reserved Rights.....	32
44	Telecoms Equipment	33
	Section 9 Ending this Tenancy	34
45	Your right to end the Tenancy.....	35
46	Our right to end the Tenancy	35
47	What you have to do at the end of the Tenancy.....	35
48	No Compensation.....	36
	Section 10 Guarantee Obligations	37
49	Guarantor's Obligations.....	38
50	Extent of Guarantor's Liability.....	38
51	New Leases	39
	Section 11 Understanding the Tenancy	40
52	Definitions	41
53	Interpreting the Tenancy.....	46
54	Notices	47
55	Release of Information.....	47
56	Arbitration	47
	The Appendix The Repair + Maintenance Schedule	48

Key Points of this Tenancy

Date of this tenancy	
Our details are ("we/us")	Young & Co.'s Brewery, P.L.C. incorporated in England and Wales with company number 32762 and registered office at Riverside House, 26 Osiers Road, Wandsworth, London SW18 1NH.
Your details are ("you")	Martha Deacon of 29 Stowe Crescent, Pimlico, London, SW1W 6JK.
Your Guarantor's details are:	Not applicable
Description of Property	The Shepherd's Crook Public House, 15 Fleece Street, London, EC14 3EP as edged red on the plan attached and registered at the Land Registry with title number LA98765 and more fully described as the Property in clause 52.
Rent and Rent Review	<p>Your rent is £29,500.00 per annum during the first year of the term and we will adjust your rent as follows:</p> <ol style="list-style-type: none"> 1. Inflation Review – We will review your rent annually by reference to the Index on 1 April each year. 2. Open Market Review –We may review your rent to the Open Market Rent in the circumstances set out in Section 3. <p>Section 3 provides further information.</p>
Service Charge	You must pay the Service Charge referred to in clause 9.
Starting Deposit	Your Starting Deposit is £5,000.00. Please refer to clause 7 for further detail.
Start Date	The Term of this tenancy will start on
Term	3 years starting on the Start Date. Please refer to clause 52 for the definition of Term. You do not have the right to renew this Tenancy for a further term.
Your right to end	You may end this Lease at any time by giving us six month's written notice. See clause 45 for further details.

the Lease	
Repair	You must repair the interior of the Property and comply with your obligations in section 4 of this Tenancy.
Dealing with your tenancy	You may not sell, transfer or change this Tenancy. You may not underlet the Property or share occupation except with your family and staff as described in clause 4.
Alterations	You may not make any alterations.
Use	You may use the Property only as a public house for the permitted use as described in clause 34.
Insurance	We will insure the buildings in return for you paying the insurance rent. You must insure the contents and other items. Further detail is set out in Section 5 of this Tenancy.
Purchase of Drinks	You must purchase all alcoholic drinks (including, without limitation, beers, ciders, lagers, wines and spirits and flavoured alcoholic beverages) from us or our Nominated Supplier. If you breach this we may charge you Liquidated Damages. You are not obliged to purchase non-alcoholic drinks from us. Please see Section 7 of this Tenancy for further details.
Amusement Machine Contribution	You may not bring amusement and vending machines onto the Property unless we give Consent. We may grant Consent subject to conditions including the payment to us of a share of the net income. Please see further details in clause 32.

Please refer to clause 52 for further definitions

Section 1

Your Occupation

- Letting
- Representations
- New Tenancy
- Restrictions on dealing with the Property
- Security of tenure



1 Letting

- 1.1 By entering into this Tenancy, we are letting the Property to you for the Term and will allow you to occupy the Property without any interruption subject to you performing your obligations under this Tenancy and paying to us the payments set out in clause 6.
- 1.2 This Tenancy is subject to our reserved rights set out in Section 8.

2 Representations

- 2.1 This Tenancy, the Appendix, Our Price List and any side letters that we have issued to you comprise the whole of this Tenancy. You acknowledge that you have not entered into this Tenancy in reliance on any statement, representation, warranty or confirmation of any nature in relation to the Property, Fixtures and Fittings, Trade Inventory or Business, except for written replies to enquiries given by our solicitors in response to formal enquiries raised by your solicitors. You confirm that you have taken professional advice before entering into this Tenancy and that you are relying on that advice and your own assessment of the Property and Business.
- 2.2 You do not have any claim against us in relation to any representation or statement made by us or our representatives before entering into this Tenancy, unless that representation or statement was made fraudulently.

3 New Tenancy

This Tenancy is a new tenancy under the Landlord & Tenant (Covenants) Act 1995.

4 Restrictions on Dealing with the Property

- 4.1 You must not transfer, sell, let, charge, share occupation or possession, or deal with the Property in any way.
- 4.2 You must not underlet the Property or part of it.
- 4.3 You must not allow anyone other than yourself and your family to occupy or share occupation with you of the Property, except that you may:
 - (a) allow the Manager or staff to live in the residential parts of the Property as part of their employment in connection with the Business; and
 - (b) allow short stay overnight guests to stay in parts of the Property designated for bed and breakfast use if you have the necessary statutory consents to do so.
- 4.4 When we ask, you must provide to us full details of any person in occupation of the Property and any information that we request about the terms of their occupation.

5 Security of Tenure

- 5.1 We have given you a notice dated 10 July 2010 in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (“the **Order**”) in relation to this Tenancy.
- 5.2 In response to that notice you have made a statutory declaration dated 24 July 2010 in the form set out in paragraph 8 of Schedule 2 to the Order.
- 5.3 We both agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 are excluded in relation to this Tenancy.

Section 2

What you have to pay

- Payments
- Deposit
- Outgoings
- Service Charge
- VAT
- Interest
- Acceptance of Rent and Application of Monies



6 Payments

6.1 You must pay to us the following:

- (a) the Rent monthly in advance;
- (b) the Insurance Rent quarterly in advance;
- (c) the Service Charge as set out in clause 9;
- (d) the Amusement Machine Contribution on demand;
- (e) all sums due either to us or our Nominated Supplier(s) for the supply of goods and drinks under Section 7;
- (f) our costs and expenses that we incur both internally and externally in relation to any application that you make for Consent, any notice or schedule of dilapidations that we serve on you, or any action that we take in connection with a breach of your obligations; and
- (g) any VAT payable on the payments you make.

6.2 All payments must be made by direct debit or another method that we agree.

6.3 All sums payable to us under this Tenancy must be paid as rent and you must pay them without you making any set off, deductions or claims for any amounts that you believe we owe to you.

6.4 All payments for Tied Drinks are to be made by direct debit upon supply. We reserve the right to demand cash on delivery if you are regularly late in making payments.

6.5 On completion of this Tenancy you must:

- (a) pay to us:
 - (i) Rent and VAT for the period from the Start Date to the last day of the calendar month;
 - (ii) Insurance Rent and Service Charge and VAT for the period from the Start Date to the last day at the quarter in which completion occurs; and
 - (iii) the Starting Deposit;
- (b) and purchase the Trade Inventory as required under clause 31.

7 Deposit

7.1 You must maintain the Deposit at a level that is no less than the Starting Deposit throughout the Term.

7.2 We will hold the Deposit in an interest bearing account (the rate of interest to be at our reasonable discretion) as security for the performance of your obligations to us, and for any expenses and losses which we incur due to your breach. We will not be holding the Deposit on trust for you. The fact that we hold a Deposit or make a withdrawal from it, will not prevent us from taking action against you for any breach of your obligations.

7.3 We may withdraw from the Deposit at any time:

- (a) any sums due to us which are overdue for 7 days; and
- (b) the amount of any proper losses, costs or expenses we incur or payments we make due to a breach of any of your obligations

and you must then replenish the Deposit with an amount equal to the sum we have withdrawn.

7.4 We will add all interest to the account and will repay the Deposit and any interest accrued to you (subject to clause 7.5) within a reasonable period of time after you vacate the Property at the expiry of the Term having complied with the provisions of clause 47.

7.5 Before we refund the Deposit we may deduct all sums that you owe under the terms of this Tenancy or any other agreement you have entered into with us (including any sums properly required to repair the Property due to your breach).

7.6 If we sell our interest in the Property subject to this Tenancy, we will pass the Deposit onto the new owner after deducting any sums that we are entitled to deduct under this Tenancy.

8 Outgoings

8.1 You must pay for all rates, taxes, outgoings and utilities in relation to the Property or the Business (except for taxes that we have to pay because of our dealings with our interest in the Property), or a fair proportion (decided by us) of the relevant outgoing where the Property forms part of a larger property to which the outgoing relates.

8.2 You will allow us to conduct any proceedings relating to the rateable value of the Property.

9 Service Charge

9.1 You must pay to us on demand all costs that we reasonably incur in providing the Services to the Property. We will reasonably estimate the annual cost of providing the Services and will charge this to you quarterly in advance. At the end of each year we may charge you for any expenditure that we have incurred in providing the Services but have not recovered through the quarterly payments. We may demand that you pay any exceptional

expenditure to us in advance of us incurring the costs.

- 9.2 We may use external contractors, agents and advisors in relation to the provision of the Services, and re-charge those costs to you. We will not be liable to you for any act, omission or negligence of any employee of external persons in providing the Services on our behalf.
- 9.3 We will provide reasonable evidence of expenditure if you request this, but only if you pay all of our administration costs in doing so.

10 VAT

- 10.1 All payments under this Tenancy are exclusive of VAT and you must pay any VAT payable at the time the payment is made.
- 10.2 Where you are obliged to reimburse any costs or expenditure that we incur under this Tenancy, you must pay the amount equal to any VAT on those costs or expenditure to the extent that we cannot recover that VAT.

11 Interest

You must pay Interest on any Rents or other sums owing to us not paid by seven days after the due date. Interest is payable from the due date until the date we receive payment and is to apply both before and after judgment.

12 Acceptance of Rent and Application of Monies

- 12.1 We may apply any monies that we receive from you towards any debt that you owe us, even if you paid the monies to us for a different reason.
- 12.2 If we agree that you may defer any payment due to us, then those sums will be assumed to be due on the deferred date for the purposes of the Landlord & Tenant (Covenants) Act 1995.
- 12.3 If we accept rent from another party, this does not imply that we have given a Consent to a transfer of this Tenancy to that party.
- 12.4 If we accept any payments after you have committed a breach of your obligations to us, this does not imply that we have waived your liability in relation to that or any continued breach of obligation.

Section 3
Rent Review

- Annual Indexation Review
- Open Market Review



13 Annual Indexation Review

On 1st April each year we will adjust the Rent by the percentage change in the Index since 1st April in the previous year. We will notify you in writing of any adjustment to the Rent. The Rent can go up or down but will not drop below the starting rent specified in the Key Points.

14 Open Market Review

14.1 We may review your rent to the Open Market Rent in the following circumstances:

- (a) if we serve a Release Notice on you under clause 41.
- (b) if under clause 41 we re-impose any of your obligations to purchase from us any products which we have previously released from the tie;
- (c) if your obligations to purchase Drinks from us, or your obligations to pay the Amusement Machine Contribution, become unenforceable.

If we wish to trigger a rent review we will do so by serving an Interim Review Notice on you containing our proposal for the Open Market Rent. We may serve an Interim Rent Notice as many times as the circumstances warrant.

14.2 Following us serving an Interim Review Notice we must both make reasonable efforts to agree the Open Market Rent. If we cannot agree the Open Market Rent by 1 calendar month after a Notice Date either of us may refer the matter to an Independent Expert (acting as an expert not an arbitrator) to determine the Open Market Rent in accordance with clause 14.4 below. If we cannot agree with you on the identity of an Independent Expert we may ask the President to choose one to act jointly on our behalf.

14.3 The Independent Expert must allow each of us to make reasonable written representations and one opportunity to comment on the other's representations and he must give reasons for his decision. We will share his fees equally between us.

14.4 The Open Market Rent is to be the best rent that a willing tenant can reasonably be expected to pay to a willing landlord for the Property in the open market assuming:

- (a) that the Property is let on the relevant Notice Date for a term of 3 years, without the payment of a premium on the same terms as this Tenancy except for the amount of rent but including the rent review provisions;
- (b) both we and you have performed our obligations in this Tenancy (as varied by a release of tie or side letter);
- (c) the Property is fully fitted out and equipped for use for the Permitted

Use and the Business and that you hold all Licences and permissions necessary to run the Business and that these Licences and permissions are fully valid;

- (d) that the Business is being conducted at the Property by a good average tenant experienced in the licensed retail trade;
- (e) that any damage by an Insured Risk has been reinstated;
- (f) that you can recover VAT;
- (g) that there is to be no reduction in rent to take account of any concessions available at that time in the marketplace on new lettings;
- (h) that in the case of a review arising under 14.1(a) you are no longer obliged to purchase the products from us that were released by the Release Notice that lead to the relevant rent review;
- (i) that in the case of a review arising under 14.1(b) you are obliged to purchase the products that we have been re-imposed under clause 41.2 as part of your purchasing obligations;
- (j) that in the case of a review arising under clause 14.1(c) any of your obligations which have been deemed unenforceable shall be treated as having been deleted from this Lease;

but disregarding:

- (k) any effect on the rent due to your occupation of the Property;
- (l) any conditions on or reduction in the activities permitted by the Premises Licence that have been imposed due to your default;
- (m) any effect of any improvements that you have carried out with our Consent to the Property unless you were required by law, or as part of your obligations to us, to carry out these improvements; and
- (n) any income that you receive from the Amusement Machines.

14.5 If the Open Market Rent has not been agreed within 3 calendar months of the Notice Date (whether or not it has been referred to an Independent Expert) either you or we can choose to request that the Independent Expert acts as an arbitrator (if suitably qualified), or refer the matter to another qualified arbitrator experienced in valuing public houses, who will act in accordance with the Arbitration Act 1996 and he will decide who will be responsible for his fees and his decision will be binding on us both.

14.6

- (a) In the remainder of this clause 14 we will refer to the new rent to be

payable following the rent review as the "**Revised Rent**" and we will refer to the rent payable on the date immediately preceding the relevant rent review as the "**Current Rent**".

- (b) In the case of a review under clauses 14.1(a) and (c) the Revised Rent will be the higher of the Open Market Rent and the Current Rent.
 - (c) In the case of a review under clause 14.1(b) if the Rent has previously been increased due to a review under clause 14.1(a) and we are re-imposing your purchasing obligations in relation to those same (or similar) products, the Revised Rent may be higher or lower than the Current Rent provided that the Revised Rent must be no less than the Rent that was payable immediately prior to the previous rent review under clause 14.1(a).
- 14.7 You must pay the Revised Rent from the Notice Date. If we have not agreed the Revised Rent by the Notice Date you must continue to pay the then Current Rent until the Revised Rent has been agreed or determined at which point you must start paying the Revised Rent and:
- (a) if the Revised Rent is higher than the Current Rent you must pay to us on demand the difference between the Current Rent and the Revised Rent (plus interest at Base Rate) for the period from the Notice Date to the date of agreement or determination or;
 - (b) if the Revised Rent is lower than the Current Rent we will credit the difference between the Current Rent and the Revised Rent (plus interest at Base Rate) for the period from the Notice Date to the date of determination or agreement against your next rent payment.
- 14.8 When the new Revised Rent is determined we will both sign a rent review memorandum reflecting this.
- 14.9 We may choose to extend the timetables imposed by this Section.
- 14.10 An open market rent review occurring under this clause 14 will not prevent us from reviewing the Rent annually under clause 13.

Section 4

Looking after your Property

- Repairs
- Remediating Breach
- Services
- Decoration and Cleaning
- Alterations
- Carrying out works
- Our Obligations



15 Repairs

- 15.1 You must maintain the interior of the Property in good condition at all times and repair any damage you cause to the Property. You must also carry out the repairs and maintenance listed in the Repair and Maintenance Guide. You are not obliged to repair any items included in the Services listed in clause 17. You are not obliged to repair any want of repair existing at the Property at the date of this Tenancy.
- 15.2 You are not responsible for repairing the Main Structure unless you have caused the damage in which case you must repair the damage that you have caused.
- 15.3 If you believe that any repairs are required to the Main Structure you must inform us immediately, giving details of the repairs required.
- 15.4 You are not liable to repair any damage caused by an Insured Risk unless you have caused or contributed to that damage due to a breach of your obligations, or due to your negligence, or if your actions have (in whole or in part) caused the payment of insurance proceeds to be refused.
- 15.5 You must replace any broken glass as soon as possible.
- 15.6 You must keep the Fixtures and Fittings in good repair and in working order, and if necessary, renew or replace them with new equivalent items.
- 15.7 You must keep all access ways, car parks, gardens, play areas or other open areas clean and tidy and free from weeds and safe for public access.
- 15.8 You must keep all Pipes, toilets and sanitary equipment free flowing, install grease traps where appropriate and must take reasonable steps to prevent blockage and damage. You must also install and maintain fume extraction hoods where required to manage fumes and replace filters regularly.
- 15.9 If You and We have a dispute in relation to your repairing obligations, either during the Term or at the end of the Term, either of us may refer the matter to an Independent Expert. The Independent Expert will act in the same way as set out in clause 14.3.

16 Remedying Breach

If you do not comply with your repair and decoration obligations to us then in addition to any other rights we may have:

- (a) we may serve a notice on you specifying the breach; and
- (b) when you receive that notice you must carry out all necessary works to remedy the breach within two months (or sooner if it is urgent) and if you do not do so, we may enter the Property to carry out the works

and you must pay to us on demand (with Interest) all costs that we incur as a debt.

17 Services

Subject to receiving the Service Charge payments, we will carry out the following services when we believe they are reasonably needed to enable you to continue to run the Business from the Property:

- (a) testing, servicing and maintaining gas boilers, gas water heaters (excluding gas cooking appliances but including gas safety checks on pipework) and electrical installations (but not portable appliances); and
- (b) maintaining and repairing any cellar cooling equipment, cellar hoists and lifts.

18 Decoration and Cleaning

- 18.1 You must decorate the interior of the Property as often as we reasonably require and in the last 12 months of the Term (unless the Property has been decorated in the previous 18 month period).
- 18.2 You must obtain our Consent (which we will not unreasonably withhold or delay) to any change of colour scheme or decorative finish.
- 18.3 You must keep the interior and exterior of the Property and any gardens, car parks, access ways or other open areas in a clean and tidy condition and dispose of rubbish daily in an appropriate manner.
- 18.4 You must ensure that all areas of the Property used in the preparation service and storage of food and drink comply with all health and safety and food safety legislation.
- 18.5 You must clean all windows at least monthly.

19 Alterations

You must not carry out any alterations to the Property.

20 Carrying out works

- 20.1 When carrying out any repairs or decoration to the Property you must:
 - (a) carry out the works in a good and workmanlike manner, using good quality materials and as quickly as practicable;
 - (b) comply with all necessary planning and licensing regulations and any other relevant statutory requirements;
 - (c) comply with any reasonable conditions that we impose and you must complete the works to our reasonable satisfaction; and

- (d) comply with the requirements of our insurers.
- 20.2 If we ask you to do so, at the end of this Tenancy you must at your own cost reinstate all alterations or additions made to the Property at any time during the Term or during the period of any agreement for tenancy relating to this Tenancy.
- 20.3 You must not apply for or implement a planning permission without our permission and if the planning permission is implemented you must complete the works and comply with all conditions as quickly as practicable and before the end of the Term.

21 Our Obligations

- 21.1 If:
 - (a) we believe that the item of disrepair is materially interfering with your ability to operate the Business from the Property;
 - (b) the repairs are required to prevent further damage to the Property; and
 - (c) you notify us promptly of the need for the repairwe will repair the Main Structure to the extent that we believe it is necessary.
- 21.2 We will not be responsible for damage due to your negligence or your failure to perform your obligations under this Tenancy.

Section 5

Insurance

- What we must do
- What you must do
- Suspension of Rent
- Termination Following Damage



22 What we must do

- 22.1 We will insure the Property (except for any fixed glass) at competitive rates taking into account the policy terms for the full reinstatement value (in our reasonable opinion), against the Insured Risks, to the extent that this insurance is usually available for properties such as the Property, subject to any exclusions and limitations which are usual in the UK insurance market. We will not be obliged to maintain insurance if the policy becomes ineffective due to a breach of your obligations.
- 22.2 If the Property is damaged by any of the Insured Risks, then as soon as all necessary labour, materials and permissions are available (which we will use reasonable endeavours to obtain) we will spend the insurance proceeds that we receive (except those relating to loss of rent) in reinstating the Property in a form (if practicable) that is reasonably equivalent to that existing before the damage (but we will not be obliged to provide an identical replacement). If the insurance proceeds or part of them are withheld due (partly or wholly) to your default we will not be obliged to commence reinstatement until you comply with clause 23.6.
- 22.3 Any proceeds of insurance received under a policy effected by us under this Tenancy or any amounts that you pay to us under your insurance policies, belong to us absolutely.
- 22.4 If you ask in writing we will provide a summary of the terms of our policy relating to the Property (but not more than once a year).

23 What you must do

- 23.1 You must insure for the full reinstatement value (in our reasonable opinion) the following items:
- (a) the Trade Inventory;
 - (b) any fixed glass at the Property;
 - (c) the effect on the value of the Property of the loss of the Licences;
 - (d) all trading stock and glassware at the Property;
 - (e) public third party property owner's and employer's liability; and
 - (f) the effect on the Business of loss of profit

against the risks that we require on the usual commercial terms with a reputable insurer, and you must note our interest on all the insurance policies. You must provide us, when we ask, with evidence that you have done this, and if you do not we may effect these insurances on your behalf and charge the cost to you.

- 23.2 You must tell us straight away if something happens which may lead to a claim under any of our or your insurance policies relating to the Property or Business. You must spend any proceeds of insurance that you receive under the policies that you have taken out in relation to the Property or Business in repairing or replacing the items damaged. If the insurance proceeds are insufficient you must make up any shortfall yourself.
- 23.3 You must pay to us on demand all amounts that you receive under any insurance policy relating to the loss of the Licences.
- 23.4 You must comply with the conditions and recommendations made by our insurers.
- 23.5 You must not take any insurance policy out in relation to the Property which could prejudice our policies.
- 23.6 If any insurance proceeds are withheld because you have breached your obligations to us, you must pay to us on demand an amount equal to the sum withheld.

24 Suspension of Rent

- 24.1 If the Property is damaged or destroyed by any of the Insured Risks so that it is not fit for the Permitted Use, then (unless the insurance proceeds for loss of rent are withheld due to a breach of your obligations), the Rent (or a fair proportion of it if there is only damage to part of the Property) will not be payable from the date of the damage until the earlier of:
- (a) the Property being reinstated; or
 - (b) the end of this Tenancy;

25 Termination Following Damage

- 25.1 If the Property is not fit for the Permitted Use within one year after the damage has occurred, either of us may determine this Tenancy by serving written notice on the other at any time until the Property is fit again for the Permitted Use.
- 25.2 If the Property is destroyed or so badly damaged that we reasonably believe that the damage cannot be repaired before the end of the Term, we may bring this Tenancy to an end at any time after the damage has occurred by giving you one month's written notice.
- 25.3 Any dispute under this paragraph shall be determined by an arbitrator under clause 56.

Section 6

Operating the Business

- Business Obligations
- Maintenance of Stock
- Accounting Information
- Signs
- Licences
- Trade Inventory
- Amusement Machines
- Employees
- Use of Property
- Legal obligations
- Reimbursing us



26 Business Obligations

- 26.1 You must conduct the Business from the Property for the minimum of the Trading Hours each day (unless we give you Consent to reduce these hours).
- 26.2 You must either supervise and manage the Business personally or ensure that it is supervised and managed by a suitably qualified and experienced manager who is a Personal Licence holder and whom we have approved ("**the Manager**").
- 26.3 You or the Manager must live in the residential accommodation at the Property (if any) unless we agree to the contrary.
- 26.4 You must not be employed or be connected with the running of any business from the Property other than the Business unless you have our Consent.
- 26.5 You must conduct the Business in an efficient, orderly and polite manner, in compliance with all relevant Legal Obligations and in accordance with government guidelines and industry codes of practice, and in such a way as to promote and develop the Business and to protect the Licences.
- 26.6 You must ensure that you and all your staff are at all times sufficiently trained to run the Business effectively and to perform your duties.

27 Maintenance of Stock

- 27.1 You must keep the cellar in a condition suitable for the storage of wet and dry products and comply with good practice in relation to the storage of goods and drinks in the cellar.
- 27.2 You must keep an adequate stock of food and drink and non-alcoholic beverages to meet the reasonable demands of the customers of the Business, but without prejudicing consumer demand for the Tied Drinks.
- 27.3 You must ensure that all food sold is fresh and prepared and served in a hygienic manner and that all drinks products sold are of the same quality as supplied to you and not diluted or tampered with.
- 27.4 You must not tamper with or bypass any Cellar Monitoring Equipment or interfere with any drinks dispensing equipment.

28 Accounting Information

- 28.1 You must supply to us upon our request at any time during the first year of the Term:
 - (a) a copy of your trading accounts;
 - (b) reasonable evidence of turnover; and

- (c) stock purchase information and sales records.
- 28.2 You must provide us with a copy of each quarterly VAT return for the Business within one month of the date of submission required by HM Revenue & Customs.
- 28.3 You must appoint and use a reputable accounting firm to provide regular business advice and book keeping services.

29 Signs

- 29.1 You must display outside of the public house on the Property, and maintain in a good and clean condition, a sign in a form that we approve, acting reasonably displaying the name of the public house. You must not put up any other signs or banners on the exterior of the Property or change the signs without our Consent.
- 29.2 You must display on the Property any signs required by law.
- 29.3 You must not change the name of the public house without our Consent.

30 Licences

- 30.1 You must obtain at your cost and hold throughout the Term a Premises Licence in your sole name in relation to the Property, and you must hold any other Licences required to enable the Business to be lawfully conducted from the Property. You must tell us immediately if at any time any of the Licences are in jeopardy, are suspended or revoked.
- 30.2 You must at all times comply (and ensure that your staff comply) with the conditions to all Licences and provisions of the Licensing Act 2003 and you must also ensure that any Licensable Activity at the Property is only carried out or authorised by the holder of a Personal Licence.
- 30.3 You must hold a Personal Licence at all times and be named as the Designated Premises Supervisor on the Premises Licence, unless you are a company or have obtained our Consent in which case the Manager should be named as Designated Premises Supervisor and clause 30.4 below shall apply.
- 30.4 If the Designated Premises Supervisor (or any replacement) is someone other than yourself you must:
 - (a) provide us with his name, address, and any convictions for relevant offences (as defined in the Licensing Act 2003);
 - (b) ensure that he holds a Personal Licence and is suitably experienced and trained to supervise the Business and that he performs his duties required under the Licensing Act 2003;
 - (c) obtain our approval (which we will not unreasonably withhold) before

his appointment except where an immediate application is required to replace the Designated Premises Supervisor to enable the Property to continue to trade in which case you must obtain our Consent as soon as possible after his appointment; and

- (d) if the Designated Premises Supervisor leaves the Business or has his Personal Licence revoked or suspended you must tell us immediately and take all necessary steps to protect the Premises Licence and replace the Designated Premises Supervisor immediately.

30.5 You must not give any undertaking or accept any conditions in respect of the Premises Licence or accept or apply for any variation of it without our Consent which will be within our total discretion.

30.6 You must notify us immediately if the holder of the Premises Licence becomes mentally incapable, dies, becomes Insolvent, enters into any voluntary arrangement with creditors, or (in the case of a company or partnership) is dissolved.

30.7 If we ask you to do so, you will join us in any proceedings in relation to the protection of any Licences required for the Business.

30.8 You must hand to us for safekeeping the original Premises Licence with the approved licensed area plan and operating schedule and copies of all other Licences in use at the Property. You must display on the Property all Licences that you are required to display under the Licensing Act 2003, and you must keep on the Property copies of all Licences used for the Business.

30.9 You must inform us immediately if you become aware of any notice or complaint from the police, the Licensing Authority or any third party which may adversely affect the Business or the Licences. You must take all reasonable steps that we ask to rectify the problem, including attending any review or objection hearings and to pursue the defence of those proceedings diligently.

30.10

- (a) At the end of the Term you must consent to the transfer of the Premises Licence to us (or whoever we direct) and procure that the Designated Premises Supervisor consents to its replacement.

- (b) If you do not comply with paragraph 30.10(a) above, it will be assumed that you appoint us as your attorney and agent to consent to the transfer of the Premises Licence, and for us to make any application for the transfer of the Premises Licence to us with immediate effect under sections 42 and 43 of the Licensing Act 2003.

31 Trade Inventory

31.1 You must equip the Property with a suitable Trade Inventory as is needed to enhance the Business and must provide additional items as necessary

throughout the Term.

- 31.2 On the date of this Tenancy you must purchase the existing Trade Inventory (either from us or the previous occupier as appropriate) for the Inventory Value calculated as at the date of this Tenancy. If you purchase the Trade Inventory from us we will still own it until you pay for it in full.
- 31.3 You must keep the Trade Inventory in a good and clean condition and repair and replace any damaged, worn out, lost or outdated items as appropriate. You must test all portable appliances each year and produce the test certificates to us.
- 31.4 You must not charge or grant any bill of sale or other security over the Trade Inventory.
- 31.5 When you vacate the Property at the end of the Term you must sell the Trade Inventory to us (or someone else that we nominate) at the Inventory Value calculated as at the end of the Term.
- 31.6 If you are in breach of your obligations to us, we may at any time decide to purchase the Trade Inventory at the Inventory Value calculated at that time, but we may deduct any debt due to us or losses that we have incurred due to your breach, before we pay any remaining balance of the price to you. You must reimburse us with any costs, losses or expenses that we incur if any third party claims against us in relation to any Trade Inventory items. Following our purchase of the Trade Inventory from you we will own the Trade Inventory but may demand that you buy it back from us within 7 days at the price that we paid or the Inventory Value at that time, whichever is the higher. If we take this action we will still be able to take action against you for a breach of your obligations.

32 Amusement Machines

- 32.1 You must not bring onto the Property or operate or remove any Amusement Machines without our Consent (which will be within our absolute discretion) or without obtaining all necessary Licences.
- 32.2 If we provide Consent it may be on such reasonable conditions as we wish to impose including the payment to us of the Amusement Machine Contribution.
- 32.3 You must not use any Amusement Machine for the purpose of advertising without our Consent.

33 Employees

- 33.1 You are responsible for the employment of any staff at the Property and for all wages, PAYE, national insurance contributions, pension payments, bonuses, costs, expenses and other payments for your staff.
- 33.2 You must comply with all statutory requirements and codes of conduct in

relation to your staff.

- 33.3 You must fully indemnify us in relation to any claims we may suffer from any members of your staff (either during or after expiry of this Tenancy) due to your failure to comply with your obligations to them.
- 33.4 If we ask, you must provide us with copies of the employment contracts that you have issued to your employees.

34 Use of Property

- 34.1 You must only use the Property for the Permitted Use.
- 34.2 The residential part of the Property may only be used by you, your family or your staff (as part of their contract of employment) and only in association with the Business.
- 34.3 You must not use the Property (or permit it to be used):
- (a) for any illegal, immoral or offensive purpose or for any purpose which may become a nuisance or annoyance to us or any third party;
 - (b) for any purpose which may prejudice the Licences;
 - (c) for any purpose which may be in breach of planning, licensing or other statutory requirements; or
 - (d) for any purpose which may overload the structure of the Property or which may damage the Pipes.
- 34.4 You must only use the car park for customer and staff parking for the Business or the parking of your domestic personal vehicles (but not for caravans or anything equivalent).
- 34.5 You may not locate on the Property any trading or market stalls (portable or fixed).

35 Legal Obligations

- 35.1 You must comply with all Legal Obligations affecting the Property and Business.
- 35.2 You must produce a fire risk assessment in relation to the Property and update it regularly, and you must comply with any recommendations contained in the assessment.
- 35.3 Within 7 days of receipt you must give us a copy of any legal notice served upon you relating to the Property or the Business and, if we ask you to do so, you will join with us in making such objections or representations as we may reasonably require.

- 35.4 You must not do anything which could cause any pollution or contamination of the Property or nearby land or water and you must apply for any permission required for any discharge into the ground, atmosphere or any watercourse from the Property.
- 35.5 We do not guarantee to you that the Property may lawfully be used for the Permitted Use or the Business and it is your responsibility to obtain all necessary legal consents.

36 Reimbursing us

You agree to reimburse us for any costs, losses, expenses or claims that we incur due to you not performing your obligations to us, or your use and occupation of the Property, or your negligence (or the negligence of your staff or visitors) or due to the condition of the Property being in breach of the terms of this Tenancy.

Section 7

Purchasing Obligations

- The Tie
- Purchase of Drinks
- Our Supply Obligations
- Damages
- Release of the Tie



37 The Tie

- 37.1 This Tenancy contains obligations upon you to buy goods exclusively from us. These obligations are intended to comply with Article 81 of the Treaty of Rome granted by EEC Regulation 2790/99.
- 37.2 You and we agree that these obligations are fair and lawful and that the Rent has been set having regard to these purchasing obligations and is therefore lower than you would reasonably be expected to pay if you were not obliged to purchase the Tied Drinks from us.

38 Purchase of Drinks

- 38.1 You must purchase from us (or, when we ask, from our Nominated Supplier) all Tied Drinks that you wish to sell from the Property, or otherwise as part of the Business.
- 38.2 You must not bring onto the Property without our consent (which will be within our total discretion) any Tied Drinks not purchased from us.
- 38.3 You must pay us for all goods supplied by us (or our Nominated Supplier where goods are supplied by it) in accordance with our then current standard terms of business (which we will notify to you from time to time) and at the prices in Our Price List.

39 Our Supply Obligations

- 39.1 We will use reasonable endeavours to supply or produce the supply of Tied Drinks in the quantities that you reasonably require for the Business.
- 39.2 If we are unable to supply you with any Tied Drinks for 10 consecutive working days and the lack of supply is prejudicing the Business, then when we receive your written application we will temporarily release you from your obligation to purchase those products from us until we notify you that we are able to supply (or procure the supply) of those products again. We do not need to provide this release if we have withheld these products from you because you have not performed your obligations to us.

40 Damages

If you breach your purchase obligations contained in clause 39 you must pay to us on demand as additional rent the Liquidated Damages for each Composite Barrel which you have bought or received in breach of your obligations. You and we agree that this is a genuine pre-estimate of our loss attributable to your breach. Your payment of the Liquidated Damages does not mean that you are released from any of your obligations to us under this Tenancy.

41 Release of the Tie

- 41.1 We may at any time decide to release you (in whole or in part) from your obligation to purchase Drinks by serving a Release Notice on you. If you receive a Release Notice from us you will not be obliged to purchase from us the products identified in that notice but you will remain liable to purchase all other Tied Drinks from us.
- 41.2 We may decide to re-impose your purchasing obligations in relation to any of the previously released products at any time by giving you 10 working days' notice and from the expiry of the notice you will be obliged to purchase those products from us again. If we do this we will review your rent again to the Open Market Rent as set out in clause 14.

Section 8 Our Rights

- Our Access to the Property
- Our Reserved Rights
- Telecoms Equipment



42 Our Access to the Property

42.1 You must give us (or our Nominated Supplier) and anyone we authorise access to the Property for any or all of the following reasons:

- (a) to inspect the condition of the Property, Fixtures and Fittings and Trade Inventory and to prepare schedules of dilapidations or schedules for valuation or rent review;
- (b) to inspect the cellar and the stock and to take samples;
- (c) to inspect the papers, records, management accounts, books and VAT returns of the Business that you are required to disclose to us;
- (d) to comply with our Legal Obligations;
- (e) to check that you are performing your obligations, and to remedy any breaches of your obligations (at our discretion);
- (f) to carry out the Services;
- (g) to inspect any property nearby and carry out works to it;
- (h) to install and deal with any of the equipment referred to in clause 43.1(e) and to exercise any of our rights reserved in clause 43;
- (i) in the last 12 months of the Term (in the case of a re-letting), or at any time in the case of a sale of our interest in the Property, to view the Property and to display a sale or letting board.

42.2 We will give you reasonable prior notice of our access, and our access will be while the Property is open for business unless:

- (a) it is an emergency situation; or
- (b) we have reasonable grounds to suspect that you are in breach of your obligations

in which case we may break and enter if necessary.

42.3 When accessing the Property, we will take all reasonable care not to cause any damage to the Property and we will repair any damage that we cause to the Property in entering unless such entry was required as a result of your breach of obligation.

43 Our Reserved Rights

We reserve the following rights over the Property for our benefit and the benefit of our successors in title, any mortgagee, the superior landlord (if any), or any other parties authorised by us:

- (a) we may enter the Property for all the purposes mentioned in clause 42 above;
- (b) we may erect and retain on or in the Property any advertisements, hoardings, signs or notices and retain any income arising out of them;
- (c) we may use any Amusement Machine on the Property for the purpose of advertising and retain any income from such advertising;
- (d) we may use or pass along any fire escapes within the Property benefiting any nearby property;
- (e) the right to install, operate, inspect, maintain, replace, substitute and upgrade any drinks dispensing equipment, Telecom Equipment and Cellar Monitoring Equipment and associated cables and equipment, and the right to connect into and use your electricity supply at your cost for these purposes. We also reserve all rights of entry and access with or without vehicles, plant, equipment, tools, appliances, scaffolding and materials for us and any Telecom Operator or the provider of the Cellar Monitoring Equipment or drinks dispensing equipment and their respective employees, agents and contractors which are required for the exercise of the rights reserved in this sub-clause 43(e);
- (f) we may use the Property to provide support and protection to any nearby property, and we reserve all rights of light and air over the Property;
- (g) we may give a third party rights over the Property provided that the grant of those rights does not materially prejudice your use and occupation of the Property for the Business;
- (h) we may carry out works to alter the layout of or rebuild any nearby property and use it for any purpose and grant permission to others to do so, even if this affects the access of light and air to the Property;
- (i) we may connect into any Pipes or install new Pipes for the benefit of any nearby property; and
- (j) you are not entitled to any implied rights and s.62 Law of Property Act 1925 is excluded;

44 Telecoms Equipment

You must enter into any agreements that we ask to allow the use of the Telecoms Equipment by a Telecoms Operator, even if it interferes with your rights, provided that we will not require you to enter into any agreement which will substantially adversely affect the Business or your occupation of the Property.

Section 9
Ending this Tenancy

- Your right to end the Tenancy
- Our right to end the Tenancy
- What you have to do at the end of the Tenancy
- No Compensation



45 Your right to end the Tenancy

- 45.1 You may end this Tenancy at any time during the Term by giving us written notice and this Tenancy will end six calendar months after we receive your notice.
- 45.2 You may only bring this Tenancy to an end under this clause if:
- (a) you are up to date with your payments to us and are not in material breach of any of your obligations to us, both at the time that you serve the notice and upon the expiry of the notice; and
 - (b) you comply with your obligations in clause 47.

46 Our right to end the Tenancy

- 46.1 We may end this Tenancy at any time during the Term by giving you written notice and this Tenancy will end three calendar months after we give you notice.
- 46.2 We may end this Tenancy by re-entry or proceedings if:
- (a) you do not pay any Rents within seven days of them becoming due (even if not formally demanded);
 - (b) you do not comply with any of your obligations under this Tenancy;
 - (c) you become Insolvent;
 - (d) if the Premises Licence is surrendered, suspended or revoked or a closure order issued or you are disqualified from holding any Licences, are convicted of any relevant offences (as defined in the Licensing Act 2003), or you prejudice the continuance of any of the Licences;
 - (e) you are in breach of any additional grounds for re-entry contained in any Superior Tenancy; or
 - (f) if you (or any one of you) dies.

47 What you have to do at the end of the Tenancy

- 47.1 At the end of this Tenancy you must:
- (a) vacate the Property and leave it free from any charges and in a state of repair and decoration that is no worse than when you took occupation of the Property with the Trade Inventory on site and in good condition and free of charge;
 - (b) reinstate any alterations that we have requested you to reinstate

(repairing any damage caused);

- (c) ensure that all Rents and any other payments due to us or any third party are paid up to date;
- (d) deliver to us the original signed tenancy;
- (e) transfer the Premises Licence in accordance with clause 30.10; and
- (f) remove any registration at the Land Registry in relation to this Tenancy.

47.2 If you do not comply with these obligations you must pay us any costs and expenses we incur in performing the obligations for you and we may deduct these costs and expenses (or a proportion of them) from the Deposit.

47.3 The end of the Tenancy will not prevent you or us making any claims against each other in relation to any breach of obligation in this Tenancy.

48 No Compensation

You will not be entitled to any compensation under any statute at the end of this Tenancy.

Section 10
Guarantee Obligations

- Guarantor's Obligations
- Extent of Guarantor's Liability
- New Leases



49 Guarantor's Obligations

- 49.1 Your Guarantor agrees that if you do not fully perform your obligations to us during the Term, your Guarantor will when we ask:
- (a) pay to us any monies that you have failed to pay;
 - (b) perform the obligations which you have failed to perform; and
 - (c) reimburse to us any losses, damages and expenses that we have suffered due to your breach.
- 49.2 Your Guarantor must notify us if it becomes aware that you are experiencing financial difficulties which may prejudice the Business and it must notify us immediately if it becomes aware at any time that you are Insolvent.

50 Extent of Guarantor's Liability

- 50.1 Your Guarantor accepts liability under this Tenancy as if it were the tenant, so that we do not have to take any action against you before we ask your Guarantor to rectify the problem.
- 50.2 Your Guarantor's liability will not be reduced if:
- (a) we choose to give you extra time to perform your obligations or we waive any of your obligations;
 - (b) we refuse to accept payments from you where we reasonably believe that you are in breach of your obligations and we are entitled to end this Tenancy;
 - (c) you become Insolvent;
 - (d) we transfer our interest in the Property to someone else;
 - (e) we agree a variation to the Tenancy, but if the variation leads to your obligations being more onerous your Guarantor will only be liable for those additional liabilities if your Guarantor agreed to the variation (but your Guarantor will remain liable for the unvaried obligations in the Tenancy);
 - (f) we accept a surrender of part of the Property, and your Guarantor will remain liable for the remainder;
 - (g) any rent review is properly implemented;
 - (h) we have any security which we may enforce against you; or
 - (i) there is anything else which would release your Guarantor from its liabilities unless we give consent to a release. If your Guarantor

comprises more than one individual, we may release one individual without prejudicing our ability to enforce your Guarantor's obligations against the others.

51 New Leases

- 51.1 If we bring this Tenancy to an end for any reason (except for surrender by deed), or a liquidator disclaims the Tenancy, or you become Insolvent, or (if you are a company) you cease to exist (and any of those events shall be referred to as the "**Termination Date**") then we may ask the Guarantor within six months of the Termination Date to take a new tenancy from us of the Property on the following terms:
- (a) we will let the Property in the condition it is in at that time;
 - (b) the term will be equal to the period left on the Term;
 - (c) the rent will be equal to the rent at the Termination Date, ignoring any period of rent suspension or concession. The rent will be subject to review on the same terms as under this Tenancy;
 - (d) the terms of the new tenancy shall be the same as this Tenancy, with any modifications required to reflect changes in our practice or industry practice, except that there will be no right for the Guarantor to determine the tenancy under clause 45; and
 - (e) The new tenancy will contain a clause dealing with the exclusion of security of tenure under sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 will refer to a notice dated [] 20 [] in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the **Order**" in relation to the tenancy to be created by that tenancy, and the statutory declaration dated [] 20 [] in the form set out in paragraph 8 of Schedule 2 to the Order that the Guarantor or a person authorised by the Guarantor has made in relation to that notice.
- 51.2 If we do not ask your Guarantor to take a new tenancy within six calendar months of the Termination Date, your Guarantor will remain liable for your obligations for a period of six calendar months from the Termination Date as if the Termination Date had not occurred.
- 51.3 The Guarantor must pay all our costs incurred in enforcing its and your obligations and any costs associated with the grant of a new tenancy under this clause.

Section 11

Understanding the Tenancy

- Definitions
- Interpreting the Tenancy
- Notices
- Release of Information
- Arbitration



52 Definitions

In this Tenancy the following terms have these meanings:

- (a) **"Amusement Machines"** means:
- (i) any mechanical, electrical or electronic machine, quiz machine, video machine or other amusement or gaming machine;
 - (ii) all sound or audio visual production machines;
 - (iii) any other machine, device or apparatus for playing any game of amusement, skill or chance (including table games such as pool, table football etc); or
 - (iv) any terminal or any software associated with the operation of any such machine, device or apparatus

irrespective of whether such machines provide prizes or not and irrespective of whether payment is by way of money tokens or otherwise, but excluding any machine, device or terminal which is exclusively for domestic use in any private living accommodation at the Property.

- (b) **"Amusement Machine Contribution"** means a share of the net income from Amusement Machines and we will notify you in writing from time to time of the proportion to be paid to us.
- (c) **"Base Rate"** means the base rate from time to time of any UK clearing bank we may choose from time to time.
- (d) **"Beer"** means beer of any type or description including lagers and stouts.
- (e) **"Business"** means the business conducted from the Property for the retail sale of alcoholic and non-alcoholic drinks, refreshment and food for consumption on and off the Property with or without ancillary bed and breakfast and any other ancillary uses approved by us and authorised by a planning permission.
- (f) **"Cellar Monitoring Equipment"** means drinks flow measuring equipment installed at the Property either now or later together with all associated cables and equipment necessary to operate it.
- (g) **"Composite Barrel"** means 36 imperial gallons of Beer or cider or flavoured alcoholic beverage or 15.84 imperial gallons of wines, spirits or other alcoholic drink.
- (h) **"Consent"** means our prior permission to be given in writing.

- (i) **“Deposit”** means the amount that we are holding under clause 7.
- (j) **“Designated Premises Supervisor”** shall have the meaning attributed to it under the Licensing Act 2003.
- (k) **“Drinks”** means all beverages except tap water and milk.
- (l) **“Fixtures and Fittings”** means all fixtures, fittings, plant, machinery and equipment in or on the Property from time to time including boilers, Pipes, and equipment relating to heating, ventilation and air conditioning, sanitary ware, cellar cooling system, pumps, sewerage systems and tanks, sprinkler systems, electrical and gas installations (except portable equipment), wall and floor coverings, external lighting and signage, lifts and hoists, bar servery, back fittings, and any other fixtures fittings or equipment in or on the Property which do not form part of the Trade Inventory.
- (m) **“Independent Expert”** means a qualified surveyor experienced:
 - (i) in the case of a referral under clause 14; and
 - (ii) in the case of a referral under clause 15, in dealing with dilapidation claims in relation to public houses.
- (n) **“Index”** means the All Items Index of Retail Prices published by the Office of National Statistics or any other appropriate index which we use to replace the Index if it ceases to exist.
- (o) **“Insolvent”** means:
 - (i) in the case of an individual, if a receiver or trustee in bankruptcy is appointed;
 - (ii) in the case of a company or partnership, if a receiver, liquidator or administrator is appointed (but not a voluntary liquidation by a solvent company except in relation to your obligations to hold and protect the Premises Licence in which case a solvent liquidation shall apply) or a statutory moratorium applies to it; and
 - (iii) in all cases:
 - (A) where the company or individual enters into a voluntary arrangement with creditors; or
 - (B) allows possession to be taken of goods (including stock or Trade Inventory) at the Property.
- (p) **“Insurance Rent”** means the fair proportion which we apportion to the Property to cover the sum that we incur:

- (i) in complying with our obligation in clause 22; and
 - (ii) in insuring in such amounts as we consider appropriate against liability to you and/or third parties in connection with the Property and/or the Business.
- (q) **"Insured Risks"** means:
- (i) loss or damage by fire, lightning, explosion, aircraft (including articles falling or dropped from aircraft), riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and over-flowing of water pipes tanks and other apparatus and impact by road and/or other vehicles and such other risks as we choose to insure against;
 - (ii) loss of rent for a reasonable period (including an estimate for future rent reviews);
 - (iii) the cost of demolition, site clearance, the removal and disposal of debris and architects' surveyors' and other professional fees and other expenses that we consider necessary for rebuilding or reinstating:
- (r) **"Interest"** means interest at 4% above the Base Rate (both before and after judgment) calculated on a daily basis from 7 days after the payment becomes due to the date on which payment is made.
- (s) **"Interim Review Notice"** means a notice that we may serve on you under clause 14 requiring a rent review.
- (t) **"Inventory Value"** means the value of the Trade Inventory to the Business that is agreed between the buying and selling parties, assuming that the buyer is simultaneously purchasing an interest in the Business. If the parties cannot agree upon a value, the matter will be referred for determination to an independent valuer experienced in this type of valuation.
- (u) **"Key Points"** means the summary of the main points of this Tenancy.
- (v) **"Legal Obligation"** means any obligations relating to the Business, the Property, its occupation or use which are imposed by any existing or future statute, statutory instrument, regulation, industry code of practice, order, notice or the requirements of any competent authority or court.
- (w) **"Licences"** means all licences, permissions, certificates and consents required for the Business to be lawfully conducted from the Property including a Premises Licence and Personal Licences for those conducting Licensable Activities at the Property, all consents required for Amusement Machines and any other licences, permissions,

certificates and consents which we believe are necessary for the Business.

- (x) **"Licensable Activity"** shall have the meaning attributed to it by the Licensing Act 2003.
- (y) **"Licensing Authority"** means the authority responsible for issuing Licences in the area in which the Property is located.
- (z) **"Liquidated Damages"** means £150 per Composite Barrel.
- (aa) **"Main Structure"** means the foundations, floor structure, load bearing walls and columns, steel frames, chimneys and roof, but excluding windows, doors and their frames.
- (bb) **"Manager"** means a manager approved by us under clause 26.
- (cc) **"Nominated Supplier(s)"** means one or more third party reputable suppliers nominated by us.
- (dd) **"Notice Date"** means the date we serve an Interim Review Notice on you under clause 14.
- (ee) **"Open Market Rent"** as set out in clause 14.
- (ff) **"Our Price List"** means our current price list (or the current price list of any of our Nominated Suppliers) or any updated versions which we supply to you.
- (gg) **"Permitted Use"** means the use as a public house, with or without the ancillary service of food and/or ancillary bed and breakfast accommodation, or with any other ancillary use for which we have granted Consent (subject in all cases to you having the necessary statutory consents).
- (hh) **"Personal Licence"** means a personal licence (as defined by the Licensing Act 2003).
- (ii) **"Pipes"** means any sewers, vents, drains, pipes, wires, cables, ducts, gutters, down pipes, fibres and any other conducting media including ancillary plant and equipment which are in over or under the Property now or at any time during the Term.
- (jj) **"Premises Licence"** means a premises licence (as defined under the Licensing Act 2003) relating to the Property.
- (kk) **"President"** means the President of the Royal Institution of Chartered Surveyors or his acting deputy.
- (ll) **"Property"** means the whole of the land and buildings (or any part of

it) described in the Key Points including all additions, improvements, Fixtures and Fittings, outbuildings, boundary features, access ways, gardens, car parks, play grounds and built upon areas but excluding the airspace above the land and buildings.

- (mm) "**Release Notice**" means a notice that we serve on you under clause 41 releasing the tie in relation to certain Drinks specified in that notice.
- (nn) "**Rent**" as defined in the Key Points.
- (oo) "**Rents**" means the sums referred to in clause 6 and any other sum payable to us under the terms of this Tenancy.
- (pp) "**Repair and Maintenance Guide**" as attached in the Appendix.
- (qq) "**Services**" means the services set out in clause 17
- (rr) "**Service Charge**" means the amount that we charge you under clause 9 in relation to the Services in accordance with clause 17.
- (ss) "**Start Date**" as set out in the Key Points.
- (tt) "**Starting Deposit**" the amount set out in the Key Points.
- (uu) "**Superior Lease**" means any lease of the Property (or part of it) which is superior to this tenancy and any landlord under a Superior Lease shall be referred to as the **Superior Landlord**.
- (vv) "**Telecom Equipment**" means telecom apparatus as defined in the Electronic Communications Act 2000 and may include microcellular antenna dishes, masts, cabinets, cables, ducts and power supplies, as required by the Telecom Operator, plus any replacement, renewal or upgrading of the apparatus, and ancillary equipment.
- (ww) "**Telecom Operator**" means any person, company or body providing or procuring the provision of any telecommunication services or facilities.
- (xx) "**Term**" the length of term as set out in the Key Points.
- (yy) "**Tied Drinks**" means all Drinks on Our Price List, and in default all Drinks except soft (non-alcoholic) drinks.
- (zz) "**Trade Inventory**" all trade fittings, furniture and equipment which do not form part of the Fixtures and Fittings and other portable items on the Property for use in connection with the Business, including any items that you add to the Trade Inventory during the Term.
- (aaa) "**Trading Hours**" the hours during which we reasonably believe the Property should be open for trade and we will notify to you of these

from time to time. We will only ask you to trade during hours permitted by the Premises Licence.

(bbb) "VAT" means Value Added Tax or other tax of a similar nature.

53 Interpreting the Tenancy

When interpreting this Tenancy the following points apply:

- (a) if 'you' or 'we' includes more than one person or company, that person's obligations may be enforced jointly or individually;
- (b) any reference to "we", "us" or "you" includes our respective successors in title;
- (c) words implying one gender include every gender and words implying the singular include the plural and vice versa and words implying persons include firms, companies and corporations and vice versa;
- (d) where you agree not to do something this includes an obligation upon you not to allow that thing to be done or omitted to be done;
- (e) where we agree to do something or have a right to do something we can ask someone else to do it on our behalf;
- (f) if the consent of our mortgagee (if any) or Superior Landlord is required to enable us to grant a Consent to you, we will try to obtain the Consent if you pay the costs, but we will not grant Consent to you until the mortgagee's and/or Superior Landlord's unconditional consent has been obtained as required;
- (g) where we refer to a statute it includes any changes affecting it, and any regulations, instruments, orders, rules, notes or directions issued in relation to that statute;
- (h) where we refer to the end of the Term or the end, expiry or determination of this Tenancy it includes determination of this Tenancy by any method;
- (i) the word "including" does not imply any limitation in any way;
- (j) where this Tenancy says that we "may" do something, it will be at our option whether we choose to do that act and we will not be obliged to do it;
- (k) any reference in this Tenancy to "your obligations" refers to your obligations to us under the terms of this Tenancy or any side letters or other agreements that you have entered into with us;
- (l) the Schedule forms part of this Tenancy and we and you agree to

perform our obligations and be bound by the matters contained in the Schedule; and

- (m) no third party is entitled to any rights under this Tenancy under the Contracts (Rights of Third Parties) Act 1999.

54 Notices

- 54.1 Any notice must be served upon us at our registered office by special delivery.
- 54.2 We may serve a notice upon you or the Guarantor either by sending it by special delivery to the address that you last notified to us in writing, or by us leaving it at the Property.
- 54.3 If you or the Guarantor comprise more than one individual, it will be sufficient for us to serve notice on one of those individuals.

55 Release of Information

You agree to us releasing relevant information about you to appropriate competent authorities if we are asked to do so.

56 Arbitration

Where it says that any matter should be referred to arbitration it will be decided upon by an arbitrator under the Arbitration Act 1996. The arbitrator must be experienced in the licensed property industry. If we cannot agree jointly on the identity of the arbitrator either of us may apply to the President of the Royal Institution of Chartered Surveyors to decide. The arbitrator will decide who will be responsible for costs.

The Appendix
The Repair and Maintenance Guide

See attached

Signature page for counterpart tenancy

SIGNED for and on
Behalf of []

SIGNED by []

SIGNED by []

Signature page for original Tenancy

Signed for and on behalf of)
YOUNG & CO.'S BREWERY, P.L.C.)

DATED _____ **20[]**

YOUNG & CO.'S BREWERY, P.L.C. (1)

and

THE FINEST BEER COMPANY LIMITED (2)

and

GORDON BLACK and SARAH BLACK (3)

**FIVE YEAR TENANCY of
Just a Half Public House
2 Temple Street
Pimlico
London
SW1W 2DP**



Young & Co.'s Brewery, P.L.C
Riverside House
26 Osiers Road
Wandsworth
London
SW18 1NH

CONTENTS

Clause	Heading	Page
	Key Points of this Tenancy	54
	Section 1 Your Occupation	56
1	Letting.....	57
2	Representations.....	57
3	New Tenancy.....	57
4	Restrictions on Dealing with the Property.....	57
	Section 2 What you have to pay	58
5	Payments.....	59
6	Deposit.....	59
7	Outgoings.....	60
8	Service Charge.....	60
9	VAT.....	61
10	Interest.....	61
11	Acceptance of Rent and Application of Monies	61
	Section 3 Rent Review	62
12	Annual Indexation Review	63
13	Open Market Review	63
	Section 4 Looking after your Property	66
14	Repairs.....	67
15	Remedying Breach.....	67
16	Services	68
17	Decoration and Cleaning.....	68
18	Alterations	68
19	Carrying out works.....	69
20	Our Obligations.....	69
	Section 5 Insurance	70
21	What we must do.....	71
22	What you must do	71
23	Suspension of Rent.....	72
24	Termination Following Damage	72
	Section 6 Operating the Business	73
25	Business Obligations.....	74
26	Maintenance of Stock	74
27	Accounting Information	74
28	Signs.....	75
29	Licences	75
30	Trade Inventory	76
31	Amusement Machines	77
32	Employees.....	77
33	Use of Property.....	78
34	Legal Obligations.....	78
35	Reimbursing us.....	79

Section 7	Purchasing Obligations	80
36	The Tie.....	81
37	Purchase of Drinks.....	81
38	Our Supply Obligations	81
39	Damages.....	81
40	Release of the Tie.....	81
Section 8	Our Rights	83
41	Our Access to the Property.....	84
42	Our Reserved Rights.....	84
43	Telecoms Equipment	85
Section 9	Ending this Tenancy	86
44	Our right to end the Tenancy	87
45	What you have to do at the end of the Tenancy.....	87
46	No Compensation.....	88
Section 10	Guarantee Obligations	89
47	Guarantor’s Obligations.....	90
48	Extent of Guarantor’s Liability.....	90
49	New Leases.....	91
Section 11	Understanding the Tenancy	92
50	Definitions	93
51	Interpreting the Tenancy.....	98
52	Notices.....	99
53	Release of Information.....	99
54	Arbitration	99
The Appendix	The Repair + Maintenance Guide	99

Key Points of this Tenancy

Date of this tenancy	
Our details are ("we/us")	Young & Co.'s Brewery, P.L.C. incorporated in England and Wales with company number 32762 and registered office at Riverside House, 26 Osiers Road, Wandsworth, London SW18 1NH.
Your details are ("you")	The Finest Beer Company Limited incorporated in England and Wales with company number 0023456 and registered office at 26 Smythson Street, Dartford, Kent, DA4 7TB.
Your Guarantor's details are:	Gordon Black and Sarah Black both of 26 Smythson Street, Dartford, Kent, DA4 7TB
Description of Property	Just a Half Public House, 2 Temple Street, Pimlico, London, SW1W 2DP as edged red on the plan attached and registered at the Land Registry with title number LA12345 and more fully described as the Property in clause 50.
Rent and Rent Review	<p>Your starting rent is £32,000.00 per annum and this is adjusted as follows:</p> <ol style="list-style-type: none"> 1. Inflation Review – We will review your rent annually by reference to the Index on 1 April each year. 2. Open Market Review – We may review your rent to the Open Market Rent in the circumstances set out in Section 3 and on [<i>insert last day of term</i>].
Service Charge	You must pay the Service Charge referred to in clause 8.
Starting Deposit	Your Starting Deposit is £5,000.00. Please refer to clause 6 for further detail.
Start Date	The Term of this tenancy will start on
Term	5 years starting on the Start Date. Please refer to clause 50 for the definition of Term.

Repair	You must repair the interior of the Property and comply with your obligations in Section 4 of this Tenancy.
Dealing with your tenancy	You may not sell, transfer or change this Tenancy. You may not underlet the Property or share occupation except with your family and staff as described in clause 4.
Alterations	You may not make structural alterations to the Property. You may carry out non-structural alterations with our Consent, if you comply with the conditions in clause 18.
Use	You may use the Property only as a public house for the permitted use as described in clause 33.
Insurance	We will insure the buildings in return for you paying the Insurance Rent. You must insure the contents and other items. Further detail is set out in Section 5 of this Tenancy.
Purchase of Drinks	You must purchase all alcoholic drinks (including, without limitation, beers, ciders, lagers, wines and spirits and flavoured alcoholic beverages) from us or our Nominated Supplier. If you breach this we may charge you Liquidated Damages. You are not obliged to purchase non-alcoholic drinks from us. Please see Section 7 of this Tenancy for further details.
Amusement Machine Contribution	You may not bring amusement and vending machines onto the Property unless we give Consent. We may grant Consent subject to conditions including the payment to us of a share of the net income. Please see further details in clause 31.

Please refer to clause 50 for further definitions

Section 1

Your Occupation

- Letting
- Representations
- New Tenancy
- Restrictions on dealing with the Property



57 Letting

- 57.1 By entering into this Tenancy, we are letting the Property to you for the Term and will allow you to occupy the Property without any interruption subject to you performing your obligations under this Tenancy and paying to us the payments set out in clause 5.
- 57.2 This Tenancy is subject to our reserved rights set out in Section 8.

58 Representations

- 58.1 This Tenancy, the Appendix, Our Price List and any side letters that we have issued to you comprise the whole of this Tenancy. You acknowledge that you have not entered into this Tenancy in reliance on any statement, representation, warranty or confirmation of any nature in relation to the Property, Fixtures and Fittings, Trade Inventory or Business, except for written replies to enquiries given by our solicitors in response to formal enquiries raised by your solicitors. You confirm that you have taken professional advice before entering into this Tenancy and that you are relying on that advice and your own assessment of the Property and Business.
- 58.2 You do not have any claim against us in relation to any representation or statement made by us or our representatives before entering into this Tenancy, unless that representation or statement was made fraudulently.

59 New Tenancy

This Tenancy is a new tenancy under the Landlord & Tenant (Covenants) Act 1995.

60 Restrictions on Dealing with the Property

- 60.1 You must not transfer, sell, lease, charge, share occupation or possession, or deal with the Property in any way.
- 60.2 You must not underlet the Property or part of it.
- 60.3 You must not allow anyone other than yourself and your family to occupy or share occupation with you of the Property, except that you may:
- (a) allow the Manager or staff to live in the residential parts of the Property as part of their employment in connection with the Business; and
 - (b) allow short stay overnight guests to stay in parts of the Property designated for bed and breakfast use if you have the necessary statutory consents to do so.
- 60.4 When we ask, you must provide to us full details of any person in occupation of the Property and any information that we request about the terms of their occupation.

Section 2

What you have to pay

- Payments
- Deposit
- Outgoings
- Service Charge
- VAT
- Interest
- Acceptance of Rent and Application of Monies



61 Payments

61.1 You must pay to us the following:

- (a) the Rent monthly in advance;
- (b) the Insurance Rent quarterly in advance;
- (c) the Service Charge as set out in clause 8;
- (d) the Amusement Machine Contribution on demand;
- (e) all sums due either to us or our Nominated Supplier(s) for the supply of goods and drinks under Section 7;
- (f) our costs and expenses that we incur both internally and externally in relation to any application that you make for consent, any notice or schedule of dilapidations that we serve on you, or any action that we take in connection with a breach of your obligations; and
- (g) any VAT payable on the payments you make.

61.2 All payments must be made by direct debit or another method that we agree.

61.3 All sums payable to us under this Tenancy must be paid as rent and you must pay them without you making any set off, deductions or claims for any amounts that you believe we owe to you.

61.4 All payments for Tied Drinks are to be made by direct debit upon supply. We reserve the right to demand cash on delivery if you are regularly late in making payments.

61.5 On completion of this Tenancy you must:

- (a) pay to us:
 - (i) Rent and VAT for the period from the Start Date to the last day of the calendar month;
 - (ii) Insurance Rent and Service Charge for the period from the Start Date to the last day of the quarter in which completion occurs; and
 - (iii) the Starting Deposit;
- (b) purchase the Trade Inventory as required under clause 30.

62 Deposit

62.1 You must maintain the Deposit at a level that is no less than the Starting Deposit throughout the Term.

- 62.2 We will hold the Deposit in an interest bearing account (the rate of interest to be at our reasonable discretion) as security for the performance of your obligations to us, and for any expenses and losses which we incur due to your breach. We will not be holding the Deposit on trust for you. The fact that we hold a Deposit or make a withdrawal from it, will not prevent us from taking action against you for any breach of your obligations.
- 62.3 We may withdraw from the Deposit at any time:
- (a) any sums due to us which are overdue for 7 days; and
 - (b) the amount of any proper losses, costs or expenses we incur or payments we make due to a breach of any of your obligations
- and you must then replenish the Deposit with an amount equal to the sum we have withdrawn.
- 62.4 We will add all interest to the account and will repay the Deposit and any interest accrued to you (subject to clause 6.5) within a reasonable period of time after you vacate the Property at the expiry of the Term having complied with the provisions of clause 45.
- 62.5 Before we refund the Deposit we may deduct all sums that you owe under the terms of this Tenancy or any other agreement you have entered into with us (including any sums properly required to repair the Property due to your breach).
- 62.6 If we sell our interest in the Property subject to this Tenancy, we will pass the Deposit onto the new owner after deducting any sums that we are entitled to deduct under this Tenancy.

63 Outgoings

- 63.1 You must pay for all rates, taxes, outgoing and utilities in relation to the Property or the Business (except for taxes that we have to pay because of our dealings with our interest in the Property), or a fair proportion (decided by us) of the relevant outgoing where the Property forms part of a larger property to which the outgoing relates.
- 63.2 You will allow us to conduct any proceedings relating to the rateable value of the Property.

64 Service Charge

- 64.1 You must pay to us on demand all costs that we reasonably incur in providing the Services to the Property. We will reasonably estimate the annual cost of providing the Services and will charge this to you quarterly in advance. At the end of each year we may charge you for any expenditure that we have incurred in providing the Services but have not recovered through the quarterly payments. We may demand that you pay any exceptional expenditure to us in advance of us incurring the costs.

- 64.2 We may use external contractors, agents and advisors in relation to the provision of the Services, and re-charge those costs to you. We will not be liable to you for any act, omission or negligence of any employee of external persons in providing the Services on our behalf.
- 64.3 We will provide reasonable evidence of expenditure if you request this, but only if you pay all of our administration costs in doing so.

65 VAT

- 65.1 All payments under this Tenancy are exclusive of VAT and you must pay any VAT payable at the time the payment is made.
- 65.2 Where you are obliged to reimburse any costs or expenditure that we incur under this Tenancy, you must pay the amount equal to any VAT on those costs or expenditure to the extent that we cannot recover that VAT.

66 Interest

You must pay Interest on any Rents or other sums owing to us not paid by seven days after the due date. Interest is payable from the due date until the date we receive payment and is to apply both before and after judgment.

67 Acceptance of Rent and Application of Monies

- 67.1 We may apply any monies that we receive from you towards any debt that you owe us, even if you paid the monies to us for a different reason.
- 67.2 If we agree that you may defer any payment due to us, then those sums will be assumed to be due on the deferred date for the purposes of the Landlord & Tenant (Covenants) Act 1995.
- 67.3 If we accept rent from another party, this does not imply that we have given a Consent to a transfer of this Tenancy to that party.
- 67.4 If we accept any payments after you have committed a breach of your obligations to us, this does not imply that we have waived your liability in relation to that or any continued breach of obligation.

Section 3
Rent Review

- Annual Indexation Review
- Open Market Review



68 Annual Indexation Review

On 1st April each year we will adjust the Rent by the percentage change in the Index since 1st April in the previous year. We will notify you in writing of any adjustment to the Rent. The Rent can go up or down.

69 Open Market Review

69.1 We may review your rent to the Open Market Rent in the following circumstances:

- (a) if we serve a Release Notice on you under clause 40.
- (b) if under clause 40 we re-impose any of your obligations to purchase from us any products which we have previously released from the tie;
- (c) if your obligations to purchase Drinks from us, or your obligations to pay the Amusement Machine Contribution, become unenforceable; and
- (d) on the last day of the Term being the date set out in the Key Points.

69.2 If we wish to trigger a rent review under this clause 13.1 we will do so by serving an Interim Review Notice on you containing our proposal for the Open Market Rent. We may serve an Interim Review Notice as many times as the circumstances warrant.

69.3 Following us serving an Interim Review Notice we must both make reasonable efforts to agree the Open Market Rent. If we cannot agree an Open Market Rent within 1 calendar month after the Notice Date either of us may refer the matter to an Independent Expert (acting as an expert not an arbitrator) to determine the Open Market Rent in accordance with clause 13.5 below. If we cannot agree with you on the identity of an Independent Expert we may ask the President to choose one to act jointly on our behalf.

69.4

- (a) Unless clause 13.4(b) applies, the Independent Expert must allow each of us to make reasonable written representations and one opportunity to comment on the other's representations and he must give reasons for his decision. His decision will be binding on us both. We will share his fees equally between us.
- (b) In the case of a review arising under clause 13.1(d) We and You agree that the review will be carried out in accordance with PIRRS (whilst such scheme exists).

69.5 The Open Market Rent is to be the best rent that a willing tenant can reasonably be expected to pay to a willing landlord for the Property in the open market assuming:

- (a) that the Property is let on the relevant Notice Date for a term of 5

years, without the payment of a premium on the same terms as this Tenancy except for the amount of rent but including the rent review provisions, and taking account of your statutory and contractual (if any) rights to renew;

- (b) both we and you have performed our obligations in this Tenancy (as varied by a release of tie or side letter);
- (c) the Property is fully fitted out and equipped for use for the Permitted Use and the Business and that you hold all Licences and permissions necessary to run the Business and that these Licences and permissions are fully valid;
- (d) that the Business is being conducted at the Property by a good average tenant experienced in the licensed retail trade;
- (e) that any damage by an Insured Risk has been reinstated;
- (f) that you can recover VAT;
- (g) that there is to be no reduction in rent to take account of any concessions available at that time in the marketplace on new lettings; and
- (h) that in the case of a review arising under 13.1(a) you are no longer obliged to purchase the products from us that were released by the Release Notice that lead to the relevant rent review;
- (i) that in the case of a review arising under 13.1(b) you are obliged to purchase the products that we have been re-imposed under clause 40.2 as part of your purchasing obligations;
- (j) that in the case of a rent review arising under clause 13.1(c) any of your obligations which have been deemed unenforceable shall be treated as having been deleted from this Lease;

but disregarding:

- (k) any effect on the rent due to your occupation of the Property;
- (l) any conditions on or reduction in the activities permitted by the Premises Licence that have been imposed due to your default;
- (m) any effect of any improvements that you have carried out with our Consent to the Property unless you were required by law, or as part of your obligations to us, to carry out these improvements; and
- (n) any income that you receive from the Amusement Machines.

69.6 Unless 13.4(b) applies, if the Open Market Rent has not been agreed within 3 calendar months of the Notice Date, (whether or not it has been referred to

an Independent Expert) we can choose to require that the Independent Expert acts as an arbitrator (if suitably qualified), or we may refer the matter to another qualified arbitrator experienced in valuing public houses, who will act in accordance with the Arbitration Act 1996 and he will decide who will be responsible for his fees and his decision will be binding on us both.

69.7

- (a) In the remainder of this clause 13 we will refer to the new rent to be payable following the rent review as the "**Revised Rent**" and we will refer to the rent payable on the date immediately preceding the relevant rent review as the "**Current Rent**".
- (b) In the case of a review under clauses 13.1(a) and (c) the Revised Rent will be the higher of the Open Market Rent and the Current Rent.
- (c) In the case of a review under clause 13.1(b) if the Rent has previously been increased due to a review under clause 13.1(a) and we are re-imposing your purchasing obligations in relation to those same (or similar) products, or in the case of a review under clause 13.1(d), the Revised Rent may be higher or lower than the Current Rent.

69.8 You must pay the Revised Rent from the Notice Date. If we have not agreed the Revised Rent by the Notice Date as relevant you must continue to pay the then Current Rent until the Revised Rent has been agreed or determined at which point you must start paying the Revised Rent and

- (a) if the Revised Rent is higher than the Current Rent you must pay to us on demand the difference between the Current Rent and the Revised Rent (plus interest at Base Rate) for the period from the Notice Date to the date of agreement or determination or;
- (b) if the Revised Rent is lower than the Current Rent we will credit the difference between the Current Rent and the Revised Rent (plus interest at Base Rate) for the period from the Notice Date to the date of determination or agreement against your next rent payment.

69.9 When the new Revised Rent is determined we will both sign a rent review memorandum reflecting this.

69.10 We may choose to extend the timetables imposed by this Section.

69.11 A review of the Rent occurring under this clause 13 will not prevent us from carrying out annual reviews under clause 12.

Section 4

Looking after your Property

- Repairs
- Remedying Breach
- Services
- Decoration and Cleaning
- Alterations
- Carrying out works
- Our Obligations



70 Repairs

- 70.1 You must maintain the interior of the Property in good condition at all times and repair any damage you cause to the Property. You must also carry out the repairs and maintenance listed in the Repair and Maintenance Guide. You are not obliged to repair any items included in the Services listed in clause 16. You are not obliged to repair any want of repair existing at the Property at the date of this Tenancy.
- 70.2 You are not responsible for repairing the Main Structure unless you have caused the damage in which case you must repair the damage that you have caused.
- 70.3 If you believe that any repairs are required to the Main Structure you must inform us immediately, giving details of the repairs required.
- 70.4 You are not liable to repair any damage caused by an Insured Risk unless you have caused or contributed to that damage due to a breach of your obligations, or due to your negligence, or if your actions have (in whole or in part) caused the payment of insurance proceeds to be refused.
- 70.5 You must replace any broken glass as soon as possible.
- 70.6 You must keep the Fixtures and Fittings in good repair and in working order, and if necessary, renew or replace them with new equivalent items.
- 70.7 You must keep all access ways, car parks, gardens, play areas or other open areas clean and tidy and free from weeds and safe for public access.
- 70.8 You must keep all Pipes, toilets and sanitary equipment free flowing, install grease traps where appropriate and must take reasonable steps to prevent blockage and damage. You must also install and maintain fume extraction hoods where required to manage fumes and replace filters regularly.
- 70.9 If You and We have a dispute in relation to your repairing obligations, either during the Term or at the end of the Term, either of us may refer the matter to an Independent Expert. The Independent Expert will act in the same way as set out in clause 13.3(a).

71 Remedying Breach

If you do not comply with your repair and decoration obligations to us then in addition to any other rights we may have:

- (a) we may serve a notice on you specifying the breach; and
- (b) when you receive that notice you must carry out all necessary works to remedy the breach within two months (or sooner if it is urgent) and if you do not do so, we may enter the Property to carry out the works and you must pay to us on demand (with Interest) all costs that we

incur as a debt.

72 Services

Subject to receiving the Service Charge payments, we will carry out the following services when we believe they are reasonably needed to enable you to continue to run the Business from the Property:

- (a) testing, servicing and maintaining gas boilers, gas water heaters (excluding gas cooking appliances but including gas safety checks on pipework) and electrical installations (but not portable appliances); and
- (b) maintaining and repairing any cellar cooling equipment, cellar hoists and lifts.

73 Decoration and Cleaning

- 73.1 You must decorate the interior of the Property as often as we reasonably require and at least once every 3 years and in the last 12 months of the term.
- 73.2 You must obtain our Consent (which we will not unreasonably withhold or delay) to any change of colour scheme or decorative finish.
- 73.3 You must keep the interior and exterior of the Property and any gardens, car parks, access ways or other open areas in a clean and tidy condition and dispose of rubbish daily in an appropriate manner.
- 73.4 You must ensure that all areas of the Property used in the preparation service and storage of food and drink comply with all health and safety and food safety legislation.
- 73.5 You must clean all windows at least monthly.

74 Alterations

- 74.1 You must not carry out any structural alterations to the Property, erect any new buildings or structures or demolish any existing structures or buildings.
- 74.2 You may carry out non-structural alterations with our Consent which we will not unreasonably withhold or delay as long as, in our reasonable opinion, the proposed alterations are likely to enhance the Business or Property and can be completed within the Term then remaining.
- 74.3 When you apply for our Consent for alterations you must provide detailed plans and specifications showing the proposed works and an estimate of costs and confirmation of the valuation of the proposed works for insurance purposes.
- 74.4 If we give you Consent you must then apply for all necessary consents required under the Licensing Act 2003 and any planning or other statutes, and before starting the alterations you must provide us with copies of these consents for us to approve.

75 Carrying out works

- 75.1 When carrying out any repairs, works or decoration to the Property you must:
- (a) carry out the works in a good and workmanlike manner, using good quality materials and as quickly as practicable;
 - (b) comply with all necessary planning and licensing regulations and any other relevant statutory requirements;
 - (c) comply with any reasonable conditions that we impose and you must complete the works to our reasonable satisfaction; and
 - (d) comply with the requirements of our insurers.
- 75.2 If we ask you to do so, at the end of this Tenancy you must at your own cost reinstate all alterations or additions made to the Property at any time during the Term or during the period of any agreement for tenancy relating to this Tenancy.
- 75.3 You must not apply for or implement a planning permission without our permission and if the planning permission is implemented you must complete the works and comply with all conditions as quickly as practicable and before the end of the Term.

76 Our Obligations

- 76.1 If:
- (a) we believe that the item of disrepair is materially interfering with your ability to operate the Business from the Property; and
 - (b) the repairs are required to prevent further damage to the Property; and
 - (c) you notify us promptly of the need for the repair
- we will repair the Main Structure to the extent that we believe it is necessary
- 76.2 We will not be responsible for damage due to your negligence or your failure to perform your obligations under this Tenancy.

Section 5

Insurance

- What we must do
- What you must do
- Suspension of Rent
- Termination Following Damage



77 What we must do

- 77.1 We will insure the Property (except for any fixed glass) at competitive rates taking into account the policy terms for the full reinstatement value (in our reasonable opinion), against the Insured Risks, to the extent that this insurance is usually available for properties such as the Property, subject to any exclusions and limitations which are usual in the UK insurance market. We will not be obliged to maintain insurance if the policy becomes ineffective due to a breach of your obligations.
- 77.2 If the Property is damaged by any of the Insured Risks, then as soon as all necessary labour, materials and permissions are available (which we will use reasonable endeavours to obtain) we will spend the insurance proceeds that we receive (except those relating to loss of rent) in reinstating the Property in a form (if practicable) that is reasonably equivalent to that existing before the damage (but we will not be obliged to provide an identical replacement). If the insurance proceeds or part of them are withheld due (partly or wholly) to your default we will not be obliged to commence reinstatement until you comply with clause 22.6.
- 77.3 Any proceeds of insurance received under a policy effected by us under this Tenancy or any amounts that you pay to us under your insurance policies, belong to us absolutely.
- 77.4 If you ask in writing we will provide a summary of the terms of our policy relating to the Property (but not more than once a year).

78 What you must do

- 78.1 You must insure for the full reinstatement value (in our reasonable opinion) the following items:
- (a) the Trade Inventory;
 - (b) any fixed glass at the Property;
 - (c) the effect on the value of the Property of the loss of the Licences;
 - (d) all trading stock and glassware at the Property;
 - (e) public third party property owner's and employer's liability; and
 - (f) the effect on the Business of loss of profit

against the risks that we require on the usual commercial terms with a reputable insurer, and you must note our interest on all the insurance policies. You must provide us, when we ask, with evidence that you have done this, and if you do not we may effect these insurances on your behalf and charge the cost to you.

- 78.2 You must tell us straight away if something happens which may lead to a

claim under any of our or your insurance policies relating to the Property or Business. You must spend any proceeds of insurance that you receive under the policies that you have taken out in relation to the Property or Business in repairing or replacing the items damaged. If the insurance proceeds are insufficient you must make up any shortfall yourself.

- 78.3 You must pay to us on demand all amounts that you receive under any insurance policy relating to the loss of the Licences.
- 78.4 You must comply with the conditions and recommendations made by our insurers.
- 78.5 You must not take any insurance policy out in relation to the Property which could prejudice our policies.
- 78.6 If any insurance proceeds are withheld because you have breached your obligations to us, you must pay to us on demand an amount equal to the sum withheld.

79 Suspension of Rent

- 79.1 If the Property is damaged or destroyed by any of the Insured Risks so that it is not fit for the Permitted Use, then (unless the insurance proceeds for loss of rent are withheld due to a breach of your obligations), the Rent (or a fair proportion of it if there is only damage to part of the Property) will not be payable from the date of the damage until the earlier of:
 - (a) the Property being reinstated;
 - (b) the end of this Tenancy; or
 - (c) three years following the date of the damage.

80 Termination Following Damage

- 80.1 If the Property is not fit for the Permitted Use within one year after the damage has occurred, either of us may determine this Tenancy by serving written notice on the other at any time until the Property is fit again for the Permitted Use.
- 80.2 If the Property is destroyed or so badly damaged that we reasonably believe that the damage cannot be repaired before the end of the Term, we may bring this Tenancy to an end at any time after the damage has occurred by giving you one month's written notice.
- 80.3 Any dispute under this paragraph shall be determined by an arbitrator under clause 54.

Section 6

Operating the Business

- Business Obligations
- Maintenance of Stock
- Accounting Information
- Signs
- Licences
- Trade Inventory
- Amusement Machines
- Employees
- Use of Property
- Legal obligations
- Reimbursing us



81 Business Obligations

- 81.1 You must conduct the Business from the Property for the minimum of the Trading Hours each day (unless we give you Consent to reduce these hours).
- 81.2 You must either supervise and manage the Business personally or ensure that it is supervised and managed by a suitably qualified and experienced manager who is a Personal Licence holder and whom we have approved ("**the Manager**").
- 81.3 You or the Manager must live in the residential accommodation at the Property (if any) unless we agree to the contrary.
- 81.4 You must not be employed or be connected with the running of any business from the Property other than the Business unless you have our Consent.
- 81.5 You must conduct the Business in an efficient, orderly and polite manner, in compliance with all relevant Legal Obligations and in accordance with government guidelines and industry codes of practice, and in such a way as to promote and develop the Business and to protect the Licences.
- 81.6 You must ensure that you and all your staff are at all times sufficiently trained to run the Business effectively and to perform your duties.

82 Maintenance of Stock

- 82.1 You must keep the cellar in a condition suitable for the storage of wet and dry products and comply with good practice in relation to the storage of goods and drinks in the cellar.
- 82.2 You must keep an adequate stock of food and drink and non-alcoholic beverages to meet the reasonable demands of the customers of the Business, but without prejudicing consumer demand for the Tied Drinks.
- 82.3 You must ensure that all food sold is fresh and prepared and served in a hygienic manner and that all drinks products sold are of the same quality as supplied to you and not diluted or tampered with.
- 82.4 You must not tamper with or bypass any Cellar Monitoring Equipment or interfere with any drinks dispensing equipment.

83 Accounting Information

- 83.1 You must supply to us upon our request at any time during the first year of the Term:
 - (a) a copy of your trading accounts;
 - (b) reasonable evidence of turnover; and
 - (c) stock purchase information and sales records.

- 83.2 You must provide us with a copy of each quarterly VAT return for the Business within one month of the date of submission required by HM Revenue & Customs.
- 83.3 You must appoint and use a reputable accounting firm to provide regular business advice and book keeping services.

84 Signs

- 84.1 You must display outside of the public house on the Property, and maintain in a good and clean condition, a sign in a form which we approve, acting reasonably, showing the name of the public house and our branded logo in a sufficient size so as to be properly visible. You must not put up any other signs or banners on the exterior of the Property or change the signs without our Consent.
- 84.2 You must display on the Property any signs required by law.
- 84.3 You must not change the name of the public house without our Consent.

85 Licences

- 85.1 You must obtain at your cost and hold throughout the Term a Premises Licence in your sole name in relation to the Property, and you must hold any other Licences required to enable the Business to be lawfully conducted from the Property. You must tell us immediately if at any time any of the Licences are in jeopardy, are suspended or revoked.
- 85.2 You must at all times comply (and ensure that your staff comply) with the conditions to all Licences and provisions of the Licensing Act 2003 and you must also ensure that any Licensable Activity at the Property is only carried out or authorised by the holder of a Personal Licence.
- 85.3 You must hold a Personal Licence at all times and be named as the Designated Premises Supervisor on the Premises Licence, unless you are a company or have obtained our Consent in which case the Manager should be named as Designated Premises Supervisor and clause 29.4 below shall apply.
- 85.4 If the Designated Premises Supervisor (or any replacement) is someone other than yourself you must:
- (a) provide us with his name, address, and any convictions for relevant offences (as defined in the Licensing Act 2003);
 - (b) ensure that he holds a Personal Licence and is suitably experienced and trained to supervise the Business and that he performs his duties required under the Licensing Act 2003;
 - (c) obtain our approval (which we will not unreasonably withhold) before his appointment except where an immediate application is required to replace the Designated Premises Supervisor to enable the Property to continue to trade in which case you must obtain our Consent as soon as

possible after his appointment; and

- (d) if the Designated Premises Supervisor leaves the Business or has his Personal Licence revoked or suspended you must tell us immediately and take all necessary steps to protect the Premises Licence and replace the Designated Premises Supervisor immediately.

85.5 You must not give any undertaking or accept any conditions in respect of the Premises Licence or accept or apply for any variation of it without our Consent which will be within our total discretion.

85.6 You must notify us immediately if the holder of the Premises Licence becomes mentally incapable, dies, becomes Insolvent, enters into any voluntary arrangement with creditors, or (in the case of a company or partnership) is dissolved.

85.7 If we ask you to do so, you will join us in any proceedings in relation to the protection of any Licences required for the Business.

85.8 You must hand to us for safekeeping the original Premises Licence with the approved licensed area plan and operating schedule and copies of all other Licences in use at the Property. You must display on the Property all Licences that you are required to display under the Licensing Act 2003, and you must keep on the Property copies of all Licences used for the Business.

85.9 You must inform us immediately if you become aware of any notice or complaint from the police, the Licensing Authority or any third party which may adversely affect the Business or the Licences. You must take all reasonable steps that we ask to rectify the problem, including attending any review or objection hearings and to pursue the defence of those proceedings diligently.

85.10

- (a) At the end of the Term you must consent to the transfer of the Premises Licence to us (or whoever we direct) and procure that the Designated Premises Supervisor consents to its replacement.

- (b) If you do not comply with paragraph 29.10(a) above, it will be assumed that you appoint us as your attorney and agent to consent to the transfer of the Premises Licence, and for us to make any application for the transfer of the Premises Licence to us with immediate effect under sections 42 and 43 of the Licensing Act 2003.

86 Trade Inventory

86.1 You must equip the Property with a suitable Trade Inventory as is needed to enhance the Business and must provide additional items as necessary throughout the Term.

86.2 On the date of this Tenancy you must purchase the existing Trade Inventory (either from us or the previous occupier as appropriate) for the Inventory

Value calculated as at the date of this Tenancy. If you purchase the Trade Inventory from us we will still own it until you pay for it in full.

- 86.3 You must keep the Trade Inventory in a good and clean condition and repair and replace any damaged, worn out, lost or outdated items as appropriate. You must test all portable appliances each year and produce the test certificates to us.
- 86.4 You must not charge or grant any bill of sale or other security over the Trade Inventory.
- 86.5 When you vacate the Property at the end of the Term you must sell the Trade Inventory to us (or someone else that we nominate) at the Inventory Value calculated as at the end of the Term.
- 86.6 If you are in breach of your obligations to us, we may at any time decide to purchase the Trade Inventory at the Inventory Value calculated at that time, but we may deduct any debt due to us or losses that we have incurred due to your breach, before we pay any remaining balance of the price to you. You must reimburse us with any costs, losses or expenses that we incur if any third party claims against us in relation to any Trade Inventory items. Following our purchase of the Trade Inventory from you we will own the Trade Inventory but may demand that you buy it back from us within 7 days at the price that we paid or the Inventory Value at that time, whichever is the higher. If we take this action we will still be able to take action against you for a breach of your obligations.

87 Amusement Machines

- 87.1 You must not bring onto the Property or operate or remove any Amusement Machines without our Consent (which will be within our absolute discretion) or without obtaining all necessary Licences.
- 87.2 If we provide Consent it may be on such reasonable conditions as we wish to impose including the payment to us of the Amusement Machine Contribution.
- 87.3 You must not use any Amusement Machine for the purpose of advertising without our Consent.

88 Employees

- 88.1 You are responsible for the employment of any staff at the Property and for all wages, PAYE, national insurance contributions, pension payments, bonuses, costs, expenses and other payments for your staff.
- 88.2 You must comply with all statutory requirements and codes of conduct in relation to your staff.
- 88.3 You must fully indemnify us in relation to any claims we may suffer from any members of your staff (either during or after expiry of this Tenancy) due to your failure to comply with your obligations to them.

88.4 If we ask, you must provide us with copies of the employment contracts that you have issued to your employees.

89 Use of Property

89.1 You must only use the Property for the Permitted Use.

89.2 You must produce a fire risk assessment in relation to the Property and update it regularly, and you must comply with any recommendations contained in the assessment.

89.3 The residential part of the Property may only be used by you, your family or your staff (as part of their contract of employment) and only in association with the Business.

89.4 You must not use the Property (or permit it to be used):

- (a) for any illegal, immoral or offensive purpose or for any purpose which may become a nuisance or annoyance to us or any third party;
- (b) for any purpose which may prejudice the Licences;
- (c) for any purpose which may be in breach of planning, licensing or other statutory requirements; or
- (d) for any purpose which may overload the structure of the Property or which may damage the Pipes.

89.5 You must only use the car park for customer and staff parking for the Business or the parking of your domestic personal vehicles (but not for caravans or anything equivalent).

89.6 You may not locate on the Property any trading or market stalls (portable or fixed).

90 Legal Obligations

90.1 You must comply with all Legal Obligations affecting the Property and Business.

90.2 Within 7 days of receipt you must give us a copy of any legal notice served upon you relating to the Property or the Business and, if we ask you to do so, you will join with us in making such objections or representations as we may reasonably require.

90.3 You must not do anything which could cause any pollution or contamination of the Property or nearby land or water and you must apply for any permission required for any discharge into the ground, atmosphere or any watercourse from the Property.

90.4 We do not guarantee to you that the Property may lawfully be used for the

Permitted Use or the Business and it is your responsibility to obtain all necessary legal consents.

91 Reimbursing us

You agree to reimburse us for any costs, losses, expenses or claims that we incur due to you not performing your obligations to us, or your use and occupation of the Property, or your negligence (or the negligence of your staff or visitors) or due to the condition of the Property being in breach of the terms of this Tenancy.

Section 7

Purchasing Obligations

- The Tie
- Purchase of Drinks
- Our Supply Obligations
- Damages
- Release of the Tie



92 The Tie

- 92.1 This Tenancy contains obligations upon you to buy goods exclusively from us. These obligations are intended to comply with Article 81 of the Treaty of Rome granted by EEC Regulation 2790/99.
- 92.2 You and we agree that these obligations are fair and lawful and that the Rent has been set having regard to these purchasing obligations and is therefore lower than you would reasonably be expected to pay if you were not obliged to purchase the Tied Drinks from us.

93 Purchase of Drinks

- 93.1 You must purchase from us (or, when we ask, from our Nominated Supplier) all Tied Drinks that you wish to sell from the Property, or otherwise as part of the Business.
- 93.2 You must not bring onto the Property without our consent (which will be within our total discretion) any Tied Drinks not purchased from us.
- 93.3 You must pay us for all goods supplied by us (or our Nominated Supplier where goods are supplied by it) in accordance with our then current standard terms of business (which we will notify to you from time to time) and at the prices in Our Price List.

94 Our Supply Obligations

- 94.1 We will use reasonable endeavours to supply or produce the supply of Tied Drinks in the quantities that you reasonably require for the Business.
- 94.2 If we are unable to supply you with any Tied Drinks for 10 consecutive working days and the lack of supply is prejudicing the Business, then when we receive your written application we will temporarily release you from your obligation to purchase those products from us until we notify you that we are able to supply (or procure the supply) of those products again. We do not need to provide this release if we have withheld these products from you because you have not performed your obligations to us.

95 Damages

If you breach your purchase obligations contained in clause 38 you must pay to us on demand as additional rent the Liquidated Damages for each Composite Barrel which you have bought or received in breach of your obligations. You and we agree that this is a genuine pre-estimate of our loss attributable to your breach. Your payment of the Liquidated Damages does not mean that you are released from any of your obligations to us under this Tenancy.

96 Release of the Tie

- 96.1 We may at any time decide to release you (in whole or in part) from your

obligation to purchase Drinks by serving a Release Notice on you. If you receive a Release Notice from us you will not be obliged to purchase from us the products identified in that notice but you will remain liable to purchase all other Tied Drinks from us.

- 96.2 We may decide to re-impose your purchasing obligations in relation to any of the previously released products at any time by giving you 10 working days' notice and from the expiry of the notice you will be obliged to purchase those products from us again. If we do this we will review your rent again to the Open Market Rent as set out in clause 13

Section 8 Our Rights

- Our Access to the Property
- Our Reserved Rights
- Telecoms Equipment



97 Our Access to the Property

97.1 You must give us (or our Nominated Supplier) and anyone we authorise access to the Property for any or all of the following reasons:

- (a) to inspect the condition of the Property, Fixtures and Fittings and Trade Inventory and to prepare schedules of dilapidations or schedules for valuation or rent review;
- (b) to inspect the cellar and the stock and to take samples;
- (c) to inspect the papers, records, management accounts, books and VAT returns of the Business that you are required to disclose to us;
- (d) to comply with our Legal Obligations;
- (e) to check that you are performing your obligations, and to remedy any breaches of your obligations (at our discretion);
- (f) to carry out the Services;
- (g) to inspect any property nearby and carry out works to it;
- (h) to install and deal with any of the equipment referred to in clause 42.1(e) and to exercise any of our rights reserved in clause 42; or
- (i) in the last 12 months of the Term (in the case of a re-letting), or at any time in the case of a sale of our interest in the Property, to view the Property and to display a sale or letting board.

97.2 We will give you reasonable prior notice of our access, and our access will be while the Property is open for business unless:

- (a) it is an emergency situation; or
- (b) we have reasonable grounds to suspect that you are in breach of your obligations

in which case we may break and enter if necessary.

97.3 When accessing the Property, we will take all reasonable care not to cause any damage to the Property and we will repair any damage that we cause to the Property in entering unless such entry was required as a result of your breach of obligation.

98 Our Reserved Rights

We reserve the following rights over the Property for our benefit and the benefit of our successors in title, any mortgagee, the superior landlord (if any), or any other parties authorised by us:

- (a) we may enter the Property for all the purposes mentioned in clause 41

above;

- (b) we may erect and retain on or in the Property any advertisements, hoardings, signs or notices and retain any income arising out of them;
- (c) we may use any Amusement Machine on the Property for the purpose of advertising and retain any income from such advertising;
- (d) we may use or pass along any fire escapes within the Property benefiting any nearby property;
- (e) the right to install, operate, inspect, maintain, replace, substitute and upgrade any drinks dispensing equipment, Telecom Equipment and Cellar Monitoring Equipment and associated cables and equipment, and the right to connect into and use your electricity supply at your cost for these purposes. We also reserve all rights of entry and access with or without vehicles, plant, equipment, tools, appliances, scaffolding and materials for us and any Telecom Operator or the provider of the Cellar Monitoring Equipment or drinks dispensing equipment and their respective employees, agents and contractors which are required for the exercise of the rights reserved in this sub-clause 42(e).
- (f) we may use the Property to provide support and protection to any nearby property, and we reserve all rights of light and air over the Property;
- (g) we may give a third party rights of the Property provided that the grant of those rights does not materially prejudice your use and occupation of the Property for the Business;
- (h) we may carry out works to alter the layout of or rebuild any nearby property and use it for any purpose and grant permission to others to do so, even if this affects the access of light and air to the Property;
- (i) we may connect into any Pipes or install new Pipes for the benefit of any nearby property; and
- (j) you are not entitled to any implied rights and s.62 Law of Property Act 1925 is excluded.

99 Telecoms Equipment

You must enter into any agreements that we ask to allow the use of the Telecoms Equipment by a Telecoms Operator, even if it interferes with your rights, provided that we will not require you to enter into any agreement which will substantially adversely affect the Business or your occupation of the Property.

Section 9

Ending this Tenancy

- Our right to end the Tenancy
- What you have to do at the end of the Tenancy
- No Compensation



100 Our right to end the Tenancy

We may end this Tenancy by re-entry or proceedings if:

- (a) you do not pay any Rents within seven days of them becoming due (even if not formally demanded);
- (b) you do not comply with any of your obligations under this Tenancy;
- (c) you become Insolvent;
- (d) if the Premises Licence is surrendered, suspended or revoked or a closure order issued or you are disqualified from holding any Licences, are convicted of any relevant offences (as defined in the Licensing Act 2003), or you prejudice the continuance of any of the Licences;
- (e) you are in breach of any additional grounds for re-entry contained in any Superior Tenancy; or
- (f) if you (or any one of you) dies.

101 What you have to do at the end of the Tenancy

101.1 At the end of this Tenancy you must:

- (a) vacate the Property and leave it free from any charges and in a state of repair and decoration that is no worse than when you took occupation of the Property, with the Trade Inventory on site and in good condition and free of charge;
- (b) reinstate any alterations that we have requested you to reinstate (repairing any damage caused);
- (c) ensure that all Rents and any other payments due to us or any third party are paid up-to-date;
- (d) deliver to us the original signed tenancy;
- (e) transfer the Premises Licence in accordance with clause 29.10; and
- (f) remove any registration at the Land Registry in relation to this Tenancy.

101.2 If you do not comply with these obligations you must pay us any costs and expenses we incur in performing the obligations for you and we may deduct these costs and expenses (or a proportion of them) from the Deposit.

101.3 The end of the Tenancy will not prevent you or us making any claims against each other in relation to any breach of obligation in the Tenancy.

102 No Compensation

You will not be entitled to any compensation under any statute at the end of this Tenancy.

Section 10

Guarantee Obligations

- Guarantor's Obligations
- Extent of Guarantor's Liability
- New Leases



103 Guarantor's Obligations

103.1 Your Guarantor agrees that if you do not fully perform your obligations to us during the Term, your Guarantor will when we ask:

- (a) pay to us any monies that you have failed to pay;
- (b) perform the obligations which you have failed to perform; and
- (c) reimburse to us any losses, damages and expenses that we have suffered due to your breach.

103.2 Your Guarantor must notify us if it becomes aware that you are experiencing financial difficulties which may prejudice the Business and it must notify us immediately if it becomes aware at any time that you are Insolvent.

104 Extent of Guarantor's Liability

104.1 Your Guarantor accepts liability under this Tenancy as if it were the tenant, so that we do not have to take any action against you before we ask your Guarantor to rectify the problem.

104.2 Your Guarantor's liability will not be reduced if:

- (a) we choose to give you extra time to perform your obligations or we waive any of your obligations;
- (b) we refuse to accept payments from you where we reasonably believe that you are in breach of your obligations and we are entitled to end this Tenancy;
- (c) you become Insolvent;
- (d) we transfer our interest in the Property to someone else;
- (e) we agree a variation to the Tenancy, but if the variation leads to your obligations being more onerous your Guarantor will only be liable for those additional liabilities if your Guarantor agreed to the variation (but your Guarantor will remain liable for the unvaried obligations in the Tenancy);
- (f) we accept a surrender of part of the Property, and your Guarantor will remain liable for the remainder;
- (g) any rent review is properly implemented;
- (h) we have any security which we may enforce against you; or
- (i) there is anything else which would release your Guarantor from its liabilities unless we give consent to a release. If your Guarantor comprises more than one individual, we may release one individual without prejudicing our ability to enforce your Guarantor's obligations

against the others.

105 New Leases

105.1 If we bring this Tenancy to an end for any reason (except for surrender by deed), or a liquidator disclaims the Tenancy, or you become Insolvent, or (if you are a company) you cease to exist (and any of those events shall be referred to as the "**Termination Date**") then we may ask the Guarantor within six months of the Termination Date to take a new tenancy from us of the Property on the following terms:

- (a) we will let the Property in the condition it is in at that time;
- (b) the term will be equal to the period left on the Term;
- (c) the rent will be equal to the rent at the Termination Date, ignoring any period of rent suspension or concession. The rent will be subject to review on the same terms as under this Tenancy; and
- (d) the terms of the new tenancy shall be the same as this Tenancy, with any modifications required to reflect changes in our practice or industry practice. If we do not ask your Guarantor to take a new tenancy within six calendar months of the Termination Date, your Guarantor will remain liable for your obligations for a period of six calendar months from the Termination Date as if the Termination Date had not occurred.

105.2 The Guarantor must pay all our costs incurred in enforcing its and your obligations and any costs associated with the grant of a new tenancy under this clause.

Section 11

Understanding the Tenancy

- Definitions
- Interpreting the Tenancy
- Notices
- Release of Information
- Arbitration



106 Definitions

In this Tenancy the following terms have these meanings:

- (a) **"Amusement Machines"** means:
- (i) any mechanical, electrical or electronic machine, quiz machine, video machine or other amusement or gaming machine;
 - (ii) all sound or audio visual production machines;
 - (iii) any other machine, device or apparatus for playing any game of amusement, skill or chance (including table games such as pool, table football etc); or
 - (iv) any terminal or any software associated with the operation of any such machine, device or apparatus

irrespective of whether such machines provide prizes or not and irrespective of whether payment is by way of money, tokens or otherwise, but excluding any machine, device or terminal which is exclusively for domestic use in any private living accommodation at the Property.

- (b) **"Amusement Machine Contribution"** means a share of the net income from Amusement Machines and we will notify you in writing from time to time of the proportion to be paid to us.
- (c) **"Base Rate"** means the base rate from time to time of any UK clearing bank we may choose from time to time.
- (d) **"Beer"** means beer of any type or description including lagers and stouts.
- (e) **"Business"** means the business conducted from the Property for the retail sale of alcoholic and non-alcoholic drinks, refreshment and food for consumption on and off the Property with or without ancillary bed and breakfast and any other ancillary uses approved by us and authorised by a planning permission.
- (f) **"Cellar Monitoring Equipment"** means drinks flow measuring equipment installed at the Property either now or later together with all associated cables and equipment necessary to operate it.
- (g) **"Composite Barrel"** means 36 imperial gallons of Beer or cider or flavoured alcoholic beverage or 15.84 imperial gallons of wines, spirits or other alcoholic drink.
- (h) **"Consent"** means our prior permission to be given in writing.
- (i) **"Deposit"** means the amount that we are holding under clause 6.

- (j) **“Designated Premises Supervisor”** shall have the meaning attributed to it under the Licensing Act 2003.
- (k) **“Drinks”** means all beverages except tap water and milk.
- (l) **“Fixtures and Fittings”** means all fixtures, fittings, plant, machinery and equipment in or on the Property from time to time including boilers, Pipes, and equipment relating to heating, ventilation and air conditioning, sanitary ware, cellar cooling system, pumps, sewerage systems and tanks, sprinkler systems, electrical and gas installations (except portable equipment), wall and floor coverings, external lighting and signage, lifts and hoists, bar servery, back fittings, and any other fixtures fittings or equipment in or on the Property which do not form part of the Trade Inventory.
- (m) **“Independent Expert”** means a qualified surveyor experienced
 - (i) In case of a referral under clause 13, in the the rent review of public houses, and.
 - (ii) In the case of a referral under clause 14, in dealing with dilapidation claims in relation to public houses.
- (n) **“Index”** means the All Items Index of Retail Prices published by the Office of National Statistics or any other appropriate index which we use to replace the Index if it ceases to exist.
- (o) **“Insolvent”** means:
 - (i) in the case of an individual, if a receiver or trustee in bankruptcy is appointed;
 - (ii) in the case of a company or partnership, if a receiver, liquidator or administrator is appointed (but not a voluntary liquidation by a solvent company except in relation to your obligations to hold and protect the Premises Licence in which case a solvent liquidation shall apply) or a statutory moratorium applies to it;
 - (iii) in all cases:
 - (A) where the company or individual enters into a voluntary arrangement with creditors; or
 - (B) allows possession to be taken of goods (including stock or Trade Inventory) at the Property.
- (p) **“Insurance Rent”** means the fair proportion which we apportion to the Property to cover the sum that we incur:
 - (i) in complying with our obligation in clause 21; and
 - (ii) in insuring in such amounts as we consider appropriate against

liability to you and/or third parties in connection with the Property and/or the Business.

- (q) **"Insured Risks"** means:
- (i) loss or damage by fire, lightning, explosion, aircraft (including articles falling or dropped from aircraft), riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and over-flowing of water pipes tanks and other apparatus and impact by road and/or other vehicles and such other risks as we choose to insure against;
 - (ii) loss of rent for a reasonable period (including an estimate for future rent reviews); and
 - (iii) the cost of demolition, site clearance, the removal and disposal of debris and architects' surveyors' and other professional fees and other expenses that we consider necessary for rebuilding or reinstating.
- (r) **"Interest"** means interest at 4% above the Base Rate (both before and after judgment) calculated on a daily basis from 7 days after the payment becomes due to the date on which payment is made.
- (s) **"Interim Review Notice"** means a notice that we may serve on you under clause 13 requiring a rent review.
- (t) **"Inventory Value"** means the value of the Trade Inventory to the Business that is agreed between the buying and selling parties, assuming that the buyer is simultaneously purchasing an interest in the Business. If the parties cannot agree upon a value, the matter will be referred for determination to an independent valuer experienced in this type of valuation.
- (u) **"Key Points"** means the summary of the main points of this Tenancy.
- (v) **"Legal Obligation"** means any obligations relating to the Business, the Property, its occupation or use which are imposed by any existing or future statute, statutory instrument, regulation, industry code of practice, order, notice or the requirements of any competent authority or court.
- (w) **"Licences"** means all licences, permissions, certificates and consents required for the Business to be lawfully conducted from the Property including a Premises Licence and Personal Licences for those conducting Licensable Activities at the Property, all consents required for Amusement Machines and any other licences, permissions, certificates and consents which we believe are necessary for the Business.
- (x) **"Licensable Activity"** shall have the meaning attributed to it by the

Licensing Act 2003.

- (y) **"Licensing Authority"** means the authority responsible for issuing Licences in the area in which the Property is located.
- (z) **"Liquidated Damages"** means £150 per Composite Barrel.
- (aa) **"Main Structure"** means the foundations, floor structure, load bearing walls and columns, steel frames, chimneys and roof, but excluding windows, doors and their frames.
- (bb) **"Manager"** means a manager approved by us under clause 25.
- (cc) **"Nominated Supplier(s)"** means one or more third party reputable suppliers nominated by us.
- (dd) **"Notice Date"** means the date that we serve an Interim Review Notice on you under clause 13.
- (ee) **"Open Market Rent"** as set out in clause 13.
- (ff) **"Our Price List"** means our current price list (or the current price list of any of our Nominated Suppliers) or any updated versions which we supply to you.
- (gg) **"Permitted Use"** means the use as a public house, with or without the ancillary service of food and/or ancillary bed and breakfast accommodation, or with any other ancillary use for which we have granted Consent (subject in all cases to you having the necessary statutory consents).
- (hh) **"Personal Licence"** means a personal licence (as defined by the Licensing Act 2003).
- (ii) **"Pipes"** means any sewers, vents, drains, pipes, wires, cables, ducts, gutters, down pipes, fibres and any other conducting media including ancillary plant and equipment which are in over or under the Property now or at any time during the Term.
- (jj) **"PIRRS"** means the Pub Independent Rent Review Scheme being the independent rent review resolution service sponsored by the Association of Multiple Licensed Retailers, the British Beer and Pub Association, the British Institute of Inn Keeping, the Federation of Licensed Victuallers Association and the Guild of Master Victuallers or any replacement scheme.
- (kk) **"Premises Licence"** means a premises licence (as defined under the Licensing Act 2003) relating to the Property.
- (ll) **"President"** means the President of the Royal Institution of Chartered Surveyors or his acting deputy.

- (mm) "**Property**" means the whole of the land and buildings (or any part of it) described in the Key Points including all additions, improvements, Fixtures and Fittings, outbuildings, boundary features, access ways, gardens, car parks, play grounds and built upon areas but excluding the airspace above the land and buildings.
- (nn) "**Release Notice**" means a notice that we serve on you under clause 40 releasing the tie in relation to certain Drinks specified in that notice.
- (oo) "**Rent**" as defined in the Key Points.
- (pp) "**Rents**" means the sums referred to in clause 5 and any other sum payable to us under the terms of this Tenancy.
- (qq) "**Repair and Maintenance Guide**" as attached in the Appendix.
- (rr) "**Review Date**" means the last day of the initial five year term excluding any statutory or other extension.
- (ss) "**Services**" means the services set out in clause 16.
- (tt) "**Service Charge**" means the amount that we charge you under clause 8 in relation to the Services in accordance with clause 16.
- (uu) "**Start Date**" as set out in the Key Points.
- (vv) "**Starting Deposit**" the amount set out in the Key Points.
- (ww) "**Superior Lease**" means any lease of the Property (or part of it) which is superior to this tenancy and any landlord under a Superior Lease shall be referred to as the **Superior Landlord**.
- (xx) "**Telecom Equipment**" means telecom apparatus as defined in the Electronic Communications Act 2000 and may include microcellular antenna dishes, masts, cabinets, cables, ducts and power supplies, as required by the Telecom Operator, plus any replacement, renewal or upgrading of the apparatus, and ancillary equipment.
- (yy) "**Telecom Operator**" means any person, company or body providing or procuring the provision of any telecommunication services or facilities.
- (zz) "**Term**" the length of term as set out in the Key Points as extended either by your statutory rights or any renewal.
- (aaa) "**Tied Drinks**" means all Drinks on Our Price List, and in default all Drinks except soft (non-alcoholic) drinks.
- (bbb) "**Trade Inventory**" all trade fittings, furniture and equipment which do not form part of the Fixtures and Fittings and other portable items on the Property for use in connection with the Business, including any items that you add to the Trade Inventory during the Term.

(ccc) **"Trading Hours"** the hours during which we reasonably believe the Property should be open for trade and we will notify to you of these from time to time. We will only ask you to trade during hours permitted by the Premises Licence.

(ddd) **"VAT"** means Value Added Tax or other tax of a similar nature.

107 **Interpreting the Tenancy**

When interpreting this Tenancy the following points apply:

- (a) if 'you' or 'we' includes more than one person or company, that person's obligations may be enforced jointly or individually;
- (b) any reference to "we", "us" or "you" includes our respective successors in title;
- (c) words implying one gender include every gender and words implying the singular include the plural and vice versa and words implying persons include firms, companies and corporations and vice versa;
- (d) where you agree not to do something this includes an obligation upon you not to allow that thing to be done or omitted to be done;
- (e) where we agree to do something or have a right to do something we can ask someone else to do it on our behalf;
- (f) if the consent of our mortgagee (if any) or Superior Landlord is required to enable us to grant a Consent to you, we will try to obtain the Consent if you pay the costs, but we will not grant Consent to you until the mortgagee's and/or Superior Landlord's unconditional consent has been obtained as required;
- (g) where we refer to a statute it includes any changes affecting it, and any regulations, instruments, orders, rules, notes or directions issued in relation to that statute;
- (h) where we refer to the end of the Term or the end, expiry or determination of this Tenancy it includes determination of this Tenancy by any method;
- (i) the word "including" does not imply any limitation in any way; and
- (j) where this Tenancy says that we "may" do something, it will be at our option whether we choose to do that act and we will not be obliged to do it;
- (k) any reference in this Tenancy to "your obligations" refers to your obligations to us under the terms of this Tenancy or any side letters or other agreements that you have entered into with us;
- (l) the Schedule forms part of this Tenancy and we and you agree to

perform our obligations and be bound by the matters contained in the Schedule;

- (m) no third party is entitled to any rights under this Tenancy under the Contracts (Rights of Third Parties) Act 1999.

108 Notices

- 108.1 Any notice must be served upon us at our registered office by special delivery.
- 108.2 We may serve a notice upon you or the Guarantor either by sending it by special delivery to the address that you last notified to us in writing, or by us leaving it at the Property.
- 108.3 If you or the Guarantor comprise more than one individual, it will be sufficient for us to serve notice on one of those individuals.

109 Release of Information

You agree to us releasing relevant information about you to appropriate competent authorities if we are asked to do so.

110 Arbitration

Where it says that any matter should be referred to arbitration it will be decided upon by an arbitrator under the Arbitration Act 1996. The arbitrator must be experienced in the licensed property industry. If we cannot agree jointly on the identity of the arbitrator either of us may apply to the President of the Royal Institution of Chartered Surveyors to decide. The arbitrator will decide who will be responsible for costs.

This document has been executed as a deed and is delivered and takes effect on the date stating at the beginning of it.

The Appendix **The Repair and Maintenance Guide**

See attached

Signature page for counterpart tenancy

SIGNED for and on
Behalf of **THE FINEST BEER COMPANY LIMITED**

SIGNED as a Deed by **GORDON BLACK**
in my presence:

Witness Signature:
Witness Name (in Block Capitals)
Witness Address

SIGNED as a Deed by **SARAH BLACK**
in my presence:

Witness Signature:
Witness Name (in Block Capitals)
Witness Address

Signature page for original Tenancy

SIGNED as a **DEED** by
YOUNG & CO.'S BREWERY, P.L.C.
acting by a Director and its Secretary (or two Directors)

Director

Director/Secretary