

# Publican Guide



Working with:  
Stonegate Group

PUB PARTNERS



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# Hello and *welcome* to Stonegate Pub Partners!

If you are considering running a pub business with us, this Publican Guide is for you. It contains much of the information you need to help you make the right choice, from how to apply for a pub with us to what both parties should expect of each other during our business partnership.

We have a simple mission: to bring people together through our passion for great pubs, bars and venues. Our aim is to recruit, equip and empower like-minded, self-employed operators for our leased and tenanted pubs who can unlock their full potential through their passion, skill and commitment.

As Managing Director of 'Pub Partners' I am a passionate advocate of leased and tenanted pubs and the opportunities they provide to be much more than just a business – they are a chance to build something very special for publicans and all of the communities they serve.

I wish you every success on your journey with us.

**Dan Castle**  
Managing Director, Stonegate Pub Partners



Stonegate Group

PUB PARTNERS

## Why choose Stonegate?

There are plenty of pub companies in the UK so why choose us? Well, we like to think we have several characteristics that sets us apart:

**Scale** – being the UK's largest pub company we offer an unrivalled choice of pubs, bars and venues in every type of location, from high streets to rural destinations and everything in between.

**Occupational security** – our most in-demand agreement, our Fixed Term Tenancy, gives our publicans the ability to operate their business for the full duration of its 5-year term.

**Operational independence** – we empower entrepreneurial publicans within a supportive framework in which we can provide guidance, advice and direction that comes being part of a business that successfully operates hundreds of our own pubs and bars.

**Drinks range** – not being owned by a brewer means that we source all our drinks from a wide variety of producers and drinks suppliers, ensuring that our drinks portfolio includes many leading international, national and local brands

**Flexibility** – whilst most of our agreements contain a tie for the supply of drinks, our publicans can choose to be free of any tie for wines, spirits and minerals and, should the need exist, for a guest ale in return for payment of Tie Release Fees.

**Pricing certainty** – we only change the price we supply drinks to our publicans once a year (other than if there are changes in alcohol duty) and adjust any contractual discounts by the same duty exclusive percentage. Our Fixed Term Tenancies also contain a 'Full Tie Release Fee', the value of which is agreed with our publicans at the outset, so the financial terms are already established should we ever release the full trading tie.

**Regional Manager support** – every publican is supported by a dedicated Regional Manager who will conduct regular business reviews to an agreed frequency, primarily intended to help our publicans achieve their original business goals. We also recognise that some entrepreneurial publicans thrive with operational independence and will choose to make less use of such services.

**Digital support** – we expect our publicans to make full use of the range of support available on our digital platforms.



# The Pubs Code & our *commitment* to our Publicans

**In March 2025, The Scottish Pubs Code Regulations was introduced by the Government and applies to all pub owning businesses, such as Stonegate, who tied pubs in Scotland.**

The Pubs Code is based on the core overriding principles of fair and lawful dealing by pub owning companies in relation to their tied tenants, tied tenants should not be worse off than they would be if they were subject to neither a product tie nor a service tie and that any agreement between a pub owning company and a tied tenant should fairly share the risks and rewards amongst the parties.

**The Scottish Pubs Code ensures that tied publicans:**

- Receive the information they need to make informed decisions about taking on a pub or making a change to their existing agreement.
- Can have their rent reassessed every 5 years.
- Can request a Market Rent Only option to go free of tie or a Guest Beer Option in specific circumstances.



Further detail on the Pubs Code and your rights can be found via contacting the Scottish Pubs Code Adjudicator at: [pubscodoadjudicator@gov.scot](mailto:pubscodoadjudicator@gov.scot)

## Getting *started*

Following your initial application, you will be contacted by our Recruitment team to discuss the most suitable opportunity for you. They will then match you with one of our pub business opportunities and you will be contacted by one of our Regional Managers for an initial interview.

If you are successful in the interview process, you will be provided access to our market leading Publican onboarding platform where you will be required to upload the relevant documents to progress your application.

**This is as follows:**

- **Personal License**
- **Identification - A valid Passport or Driver's License with Photo ID**
- **Right to Work\* – A Passport or birth certificate and National Insurance number**
- **Evidence of the required Pre-Entry Awareness Training**
- **Proof of Funds – Bank Statement**
- **Induction – Confirmation you have booked your induction**

This platform is also where we will upload the relevant documents and information regarding the pub business opportunity in line with the requirements of the Pubs Code and to ensure that you can make a fully informed decision when considering the opportunity.

**These documents include:**

- **A copy of this Guide on working with Stonegate**
- **Agreement Summary**
- **Foreseeable Changes**
- **Guide to a Sustainable Business plan**
- **Proposed Pub Drinks Supply Terms**
- **Property Condition and Schedule of Works**
- **Pub Facts**
- **Pubs Code Guide**
- **Rent Proposal**

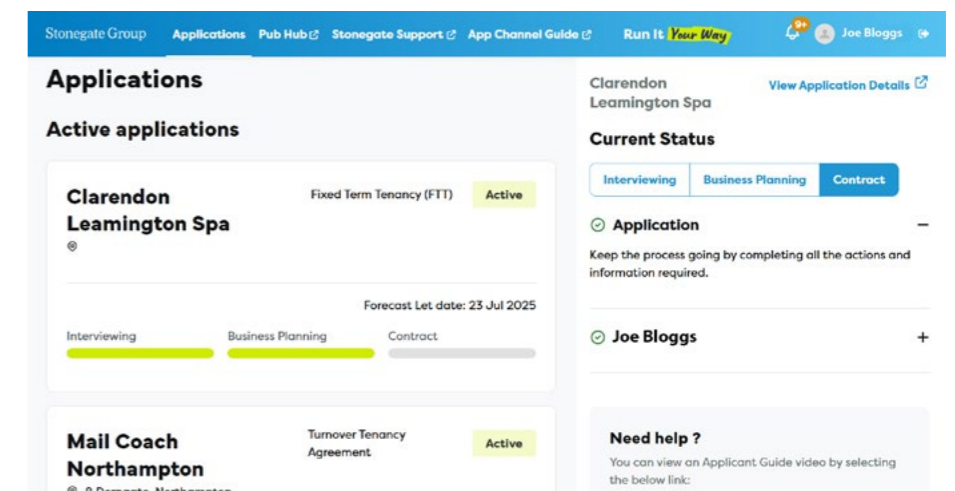
We will also provide you access to the BII Accredited Advisors as part of your onboarding journey. This gives you access to dedicated advisors, well versed with Pub agreements, across areas such as property, legal, accounting and more. More information on the BII Accredited Advisors can be found here under Pubs Code section, Professional Advice: [www.bii.org/BII/BII/Industry-Advice/Accredited-Advisors.aspx](http://www.bii.org/BII/BII/Industry-Advice/Accredited-Advisors.aspx)

Once you have considered all of the relevant information, had the opportunity to undertake the relevant pre-entry training and had the opportunity to obtain the relevant advice you will be required to submit a copy of your Business Plan for the pub opportunity.

Our Regional Manager will review this Business Plan with you and, if deemed to represent a sustainable Business Plan, will be passed to their Operations Manager or Director for final interview approval.

If your Business Plan is approved, you will progress to receive a copy of the proposed Heads of Terms ahead of your Pub Agreement being drafted and sent to you for review and signing.

Once agreements documents are completed and the day of change arrives you will receive the keys for the property and your Pub Partners journey with Stonegate begins.



\*Please note that we may share your ID documents with our legal advisors who are required to verify your identity in certain transactions for anti-money laundering purposes.

# First Steps Flowchart

## Finding the right pub/agreement

Starting your search can be daunting, but you'll have the support of our dedicated recruitment team to guide you and answer any questions you might have about different pubs, how you intend to operate the business and our different agreements. You can also find more information on the website [www.stonegatepubpartners.co.uk](http://www.stonegatepubpartners.co.uk)

## Complete the Pre-Entry Awareness Training (PEAT)

Completing appropriate pre-entry training prior to taking on a pub agreement is a vital step to ensure you are set up to succeed. PEAT is an e-learning course, provided by the British Institute of Inkeeping (BII). To find out more, please visit: [www.bii.org/BII/BII/Training-Courses/PEAT.aspx?hkey=71fb4aa6-ebcb-403e-b78d-c012fec87339](http://www.bii.org/BII/BII/Training-Courses/PEAT.aspx?hkey=71fb4aa6-ebcb-403e-b78d-c012fec87339)

## Pub Information Documents

As part of the recruitment process, you will need to make sure you have read and understood several important documents ahead of completing your business plan which will be available for you in the Applicant Channel.

## Complete your Business Plan

The steps taken so far will help you prepare your own business plan for the pub applied for. Once you've read and understood all the pub information documents, you are ready to start to compile your plan.

As a member of the BII, you will have access to a network of independent accredited advisors which you can find here: [www.bii.org/BII/BII/Industry-Advice/Accredited-Advisors.aspx](http://www.bii.org/BII/BII/Industry-Advice/Accredited-Advisors.aspx)

A guide for preparing a sustainable plan can be found here: [www.stonegatepubpartners.co.uk/information-for-applicants-scotland](http://www.stonegatepubpartners.co.uk/information-for-applicants-scotland)

## Industry Reports and Tools

There are plenty of resources and information to make use of from industry bodies when considering a pub business opportunity with stonegate. Namely the British Institute of Inkeeping, British Beer & Pub Association and UK Hospitality. All information can be found here: [www.stonegatepubpartners.co.uk/information-for-applicants](http://www.stonegatepubpartners.co.uk/information-for-applicants)

To feed into your business plan

## Business Plan Review

Once you've completed your plan and uploaded it to the Applicant Channel it will be reviewed by your Regional Manager. If the green light is given, you will meet the Operations Director/Operations Manager for a final interview.

## Get the professional advice you need to consider

It's important to ensure that you are fully aware of the legal and financial obligations when entering into an agreement with us. We strongly recommend you take independent professional business, legal, property and rental valuation advice. [www.bii.org/BII/BII/Industry-Advice/Accredited-Advisors.aspx?hkey=90c52bf2-13df-4b00-af07-d9d7b42b88a0](http://www.bii.org/BII/BII/Industry-Advice/Accredited-Advisors.aspx?hkey=90c52bf2-13df-4b00-af07-d9d7b42b88a0)

## Publican Induction

As part of the Stonegate onboarding experience, we will ask that you attend our 2-day induction to Stonegate which will support you to succeed. The workshop covers best practices in marketing, social media, recruitment and cellar management to name a few.

## Sign your agreement

For a step-by-step guide to our recruitment process, scan here:



# Your Business Plan

A realistic, sustainable business plan is not only a requirement of the Pubs Code, it is also good business practice as it provides a framework against which the pub's performance can be measured.

You are advised to seek independent professional advice when preparing a business plan to ensure that your plans for the pub can be accurately reflected in the agreed financial terms. The BII Accredited Advisors website lists accountants who are knowledgeable in the pub trade business, although any accountant can be used for this purpose.

A template Business Plan is available on the Stonegate Pub Partners website or your nominated accountant can use their own version provided it aligns with this template.

Whilst your Business Plan is a requirement to take on a pub opportunity with Stonegate Pub Partners, it should remain a living document and be referenced throughout your agreement term. It is good business practice to reference your Business Plan as part of ongoing Business Review meetings with your Regional Manager throughout your relationship with Stonegate.

## Wider Considerations:



### TUPE Guide

With any new business venture, you need to be aware of the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE) which is legislation which safeguards the employment rights of employees that are working at a business when it transfers. You should look to ensure you are aware of any TUPE obligations and/or considerations when taking on a business opportunity and can find out more at:

[www.gov.uk/transfers-takeovers](http://www.gov.uk/transfers-takeovers)



### Schedule of Condition

Before you sign a new agreement, we'll provide you with our latest Schedule of Condition. The Schedule offers an overview of the condition of the property at the time of inspection, but it's not a full structural survey, so it's important not to rely on it for that purpose and we strongly recommend you arrange your own survey. We'll ensure the property is legally compliant, and ready for trade.

We will confirm any work we need to carry out as part of the letting in writing, and this will be attached to the agreement in an Agreed Initial Works Schedule (AIWS). Our aim is to complete all work within six months of your agreement starting and we'll keep you informed of any changes to the agreed timeline.



### Pub Safe

When you sign a new agreement, we'll make sure that all key statutory compliance requirements are met or made available. You'll be responsible for all safety legislation during your agreement including duties under fire, food, and health and safety laws as well as safety management within your pub, such as assessing risks, controlling hazards, reporting accidents, maintaining a safe workplace, and ensuring your staff are trained and supervised.

You'll also need to allow us and our contractors access to the property to carry out safety-related repairs, remedial work, and statutory compliance testing. While we'll always try to give you reasonable notice, there may be times when we need immediate access in case of an emergency.

### Cooling off period

Starting a pub business requires significant thought and can often mean a big change of lifestyle. Under the terms of the Fixed Term Tenancy, if within the first six months of commencing the agreement with us you decide that, for whatever reason, running the pub is not for you, then you have the ability to serve 6 months' notice. Your agreement describes the mechanism for serving formal notices upon us. In this instance let your Regional Manager know in writing as soon as possible. A lease agreement is a much greater commitment.

If within the first six months of commencing a new lease agreement with us that features a cooling off window, you believe you may have made the wrong decision or simply feel that the demands of running your pub were more than you had expected, then let your Regional Manager know in writing as soon as possible.

In both cases we will acknowledge your request and, providing that there have been no material breaches of the agreement during its term, we will release you from your

agreement no more than six months after receiving your formal notification, or to a longer timescale agreed between us. Should you be entering into your agreement on the condition of a large-scale investment spend by us, we would usually require that the "cooling off" period be removed. The terms of this cooling off period also do not apply if you have you have purchased your lease by assignment or if you have previously operated the same business on another long-term tenancy.

# Support & Services

## Working together

**Our Partnership model is the perfect opportunity for an aspiring pub entrepreneur. The combination of your enthusiasm and vision with our expertise and support provides an excellent environment for a successful business.**

### **Pub Hub – Access to a dedicated resource and communications platform**

Our Publicans are attracted to the operational independence and the self-sufficiency they can enjoy. We provide access to our tailored digital platforms available 24 hours a day 7 days a week.

You will find crucial details of your business within 'My Pub', your online ordering platform under 'Trade on Tap' and 'Stonegate Support' for all your queries. On your Pub Hub feed, you can keep up to date with business news, special offers and competitions.

Pub Hub also provides a fantastic resource centre, which covers everything from recommended suppliers to free courses available to you and your team.

### **Placing Orders – Trade On Tap**

We expect our operators to be dynamic, forward thinking and fully embrace the benefits of online ordering. To make stock replenishment as efficient and accessible for you, we provide you with 'Trade on Tap' – your online stock ordering platform.

'Trade on Tap', is modern, convenient, and available to you - it's the way we do business. Whether you're at the bar or on the go, you can quickly and easily place orders for drinks and bar snacks whenever and wherever it suits you. Additionally, 'Trade on Tap' offers the latest deals, discounts, and POS promotions, ensuring you always get the maximum value. You can access the system through the Pub Hub at: [www.stonegatepubpartners.co.uk](http://www.stonegatepubpartners.co.uk)

You should already have access as part of the application process. However, if you encounter any issues, feel free to call our contact centre team at 03333 20 20 85 (opt 2) between 7am and 5pm, Monday to Friday.

### **Regional Manager Support**

When you partner with us, in addition to your digital support, you also have contact with a Regional Manager who will be there to advise, guide and support you in building a successful and sustainable business. Your Regional Manager is there to ensure you get the support you need to help grow your business ensuring that together we are offering the best service and products for your customers.



## Growing Your Sales

We will provide access to a dedicated suite of sales growth toolkits, all freely available across our Pub Hub platform. Your dedicated Regional Manager will be happy to support you in understanding which of these could benefit your business to ensure that you are able to maximise sales through your business offer.

## Receiving Orders – Delivery

You will have an assigned delivery day with our distribution partner to bring your order and collect empty containers. To ensure timely delivery, please place your orders by 4pm, at least 48 hours in advance, excluding weekends.

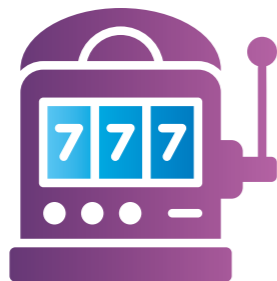
Your delivery will typically be scheduled within a four-hour time window. If you need additional deliveries outside of the regular schedule, they can be requested at varying additional costs and without a dedicated time window. Depending on the available solution, deliveries might be made by a third-party courier to the kerbside, rather than directly into the cellar.

## Gaming Machines

Gaming machines are an essential part of the business for many pubs, providing entertainment to the customer and an important income stream that will return additional profit for extraordinarily little time & cost. Whilst machines are not compulsory, they're often a very important element of a business. We will advise your options you in this particular area.

Our carefully selected suppliers offer a first-class service and can help you make the most out of your machines.

The Publican Channel can support you ensuring you have all the information you need regarding how to maximise the potential profit from Gaming Machines, best practice, having the best machines and vital information regards you Machines Games Duty and Legislation.



## Marketing your Pub – Marketing Club

As a Publican Partner you can have access to the Marketing Membership Club for a small subscription fee, saving both your money and your time.

Signing up to receive your POS for kits from our crafted selection of design and artwork will help you to drive footfall and optimise sales.

### Your Marketing Membership:

Your marketing materials will ensure you receive marketing POS for key sales driving events. These events include: Six Nations rugby, St Patrick's Day, bank holidays, Easter, big sporting events, Halloween and Christmas.

- Digital package: brand new website, Great British Pubs listing, digital and social support
- Quarterly availability of social assets via the toolkit & Pub Hub
- Access to exclusive supplier promotions
- 'Buying Club': Access to trusted suppliers with various deals

### Membership + Membership

For an extra £3 per week, you can subscribe to receive extra sports support POS, on top of the marketing support.

- All of the benefits of membership, PLUS monthly sports point of sale and digital assets
- Monthly fixture POS covering the top fixtures on SKY Sports & BT Sport
- Additional point of sale kits for sporting events including horse racing events, football finals and more
- Pubs signed up to Sports Viewing Club will automatically receive fixture point of sale and do not need to sign up to membership + sports

## Controlling your costs

### Accountants

Stonegate are keen to align you with an accountant who can play a pivotal role in the success of your business. An accountant plays a vital role in the success of any business, as they help to ensure that the financial aspects of the company are well-managed and in compliance with all relevant laws and regulations. They can provide a wide range of services, including creating a business plan, advising on financial matters such as payroll and stock taking and preparing and filing taxes.

### BII Membership

As part of our commitment to support you, we pay for full membership of the British Institute of Innkeeping. With all of the benefits and advice they offer to help you control your costs, protect your business and flourish.

You can find BII Accredited Advisors here: [www.bii.org/BII/BII/Industry-Advice/Accredited-Advisors.aspx](http://www.bii.org/BII/BII/Industry-Advice/Accredited-Advisors.aspx)

### Business Rates

We recognise these form a significant cost for any pub, as such we provide details on how to calculate your own business rates and how to review them with the support of external consultants. We have two rating agents who provide a confidential 'no win, no fee' service to our leased and tenanted sites.

For further detail on potential Government relief you can visit the following link: [www.gov.scot/policies/local-government/non-domestic-rates](http://www.gov.scot/policies/local-government/non-domestic-rates)

### Harris Lamb

#### Victoria Trafford

T: 0115 947 6236

M: 07710 043234

E: [pubrating@harrislamb.com](mailto:pubrating@harrislamb.com)

17 Regent Street, Nottingham NG1 5BS

### Colliers International

#### Mick O'Donoghue

T: 0113 200 1806

M: 07778 149228

E: [Mick.ODonoghue@colliers.com](mailto:Mick.ODonoghue@colliers.com)

1 Broad Gate, The Headrow, Leeds LS1 8EQ

### People

Staffing is consistently one of the largest overheads for publicans. The best recruitment and retention of your team is vital. We have information and support to provide advice and guidance on everything to do with people. We can support you with information on attracting the best talent, screening, interviewing and how best to induct them into your business. We can support you with key information to help with Rota Planning to ensure you ensure your teams hours are tracked properly so ensuring they are paid correctly.



### Energy Management & Utilities

We recognise the importance of effective utilities management, as such we can offer advice and guidance on making sure that you are being utility efficient without harming the experience of your guests. Our Energy Efficiency Pub Principles Guide allows you to implement best practices in Kitchens, Cellars, Water savings and Lightning costs. There are also investment opportunities to help you realise significant savings on energy and utilities costs.

### Trusted Suppliers

Searching for the right supplier, that offers the best service at the right cost can be hard. We're here to help. You'll find a number of Stonegate Trusted Suppliers offering reduced costs for Pub Partners and on some occasions even more discount when you are a member of the Marketing Club.

We've made sure all our partners are committed to providing best practice, guidance and support. We've also negotiated special deals with our suppliers so that your overheads can be kept to a minimum. It's the perfect way for you and your team to have access to the tools they need to make sure that every aspect of their business is running smoothly and efficiently.

# Learning & Development

## Training support

### Pre-Entry Awareness Training

Prior to taking any site, we ask that you have completed the Pre-Entry Awareness Training (PEAT).

Completing appropriate pre-entry training prior to taking on a pub agreement is a vital step to ensure you are set up to succeed. PEAT is an e-learning course provided by the British Institute of Innkeeping (BII). Full details can be found at: [www.bii.org/BII/BII/Training-Courses/PEAT.aspx?hkey=71fb4aa6-eb4e-403e-b78d-c012fec87339](http://www.bii.org/BII/BII/Training-Courses/PEAT.aspx?hkey=71fb4aa6-eb4e-403e-b78d-c012fec87339)

### Publican Induction

Designed to support you, the Publican Induction Workshop is tailored to provide new publicans with the skills and knowledge for a long term, profitable business.

During the workshop we introduce best practices in Marketing and social media, how to recruit the best people for the job, Cellar Management with Ed Theakston and much more.

#### Key topics covered include:

- Safe & Legal
- Recruitment & Employee Retention
- Cellar Management
- Licensing
- Marketing & Social Media
- Finance

### Stonegate Pub Partners Apprenticeships

To support and develop your existing team further, many of our Publican Partners take the opportunity to engage in the apprenticeship programmes. We can fund the cost of the apprenticeship and assist you with which route would be suited for your team, meaning no cost to you! All we ask is that you set up a digital account. We transfer the cost, and the Training Provider does the rest.

#### Key Apprenticeship benefits:

- No cost to you
- Development of practical skills alongside learner's job role
- Structured self-study programmes giving enhanced flexibility
- Support of a dedicated coach
- Enhancement of knowledge, skills, and behaviours
- Gain a Nationally recognised Qualification

The Training Provider and Apprenticeship team will be on hand to support with the set up. Further details can be found at: [www.gov.uk/guidance/manage-apprenticeship-funds](http://www.gov.uk/guidance/manage-apprenticeship-funds)

### Flow Learning

In addition to the topics covered on the induction, a key benefit of your two-day workshop is access to Flow Learning with an annual subscription.

The cost of the workshop is £500, and this includes hotel accommodation for up to two people, food and refreshments throughout the two days as well as an evening meal on day one.

Flow Learning enables you to train your staff online. Using the latest technology, Flow deliver a continually evolving comprehensive learning and development solution. Tailored specifically to the hospitality and tourism sector, it provides accredited certificated training throughout the industry meeting all legal requirements.

#### Flow learning topics include:

- Compliance & Development (£250 annually)
- Food Safety 1 & 2
- Health & Safety 1 & 2
- Allergens Awareness
- Licensing & Social Responsibility (England & Wales / Scotland)
- First Aid Awareness
- The Bartender
- The Waiter
- Wine
- Working in a Kitchen
- Creating Cocktails
- Coffee
- Customer Service
- Service that Sells
- Cask Ale
- Cellar Management
- PCI • Disability Awareness
- Equality & Diversity
- Fire Marshall
- Craft Beer Revolution
- Food Fest



# Digital Services & support

**We're here to support you with a suite of market-leading digital tools that simplify the everyday running of your pub. Whether it's accessing essential information, managing orders, or getting help when you need it, our digital services are designed to keep your business running smoothly.**

In addition to providing access to support your businesses digital profile, we also provide access to market leading digital support tools to help you navigate running your pub:



Pub Hub is the ultimate resource for your pub. Here, you can find details on your business under 'My Pub', your online ordering platform under 'Trade on Tap' and 'Stonegate Support' for all your queries. On your Pub Hub feed, you will see posts from Stonegate, just for publicans. Here you can keep up to date with business news, special offers and competitions.

Pub Hub also has a fantastic resource centre, which covers everything from recommended suppliers to free courses available to you and your team.



Our Publicans enjoy full membership of the BII (British Institute of Innkeeping), paid for wholly by us. With access to the BII Member Zone online, podcasts and webinars. There is help and advice on an extensive range of topics, access to helplines and is an invaluable resource and information point for any self sufficient publican.

[www.bii.org](http://www.bii.org)



Stonegate support is here to help you with any queries you may have. It could not be easier to use; it works on any device and is available 24/7 to suit the needs of your business.



Trade on Tap is our online ordering platform, it's easy to use and mobile friendly, so you can place drink and bar snack orders quickly and efficiently whenever and wherever suits you.

On Trade on Tap, you'll also find the latest deals and discounts, as well as POS promotions.

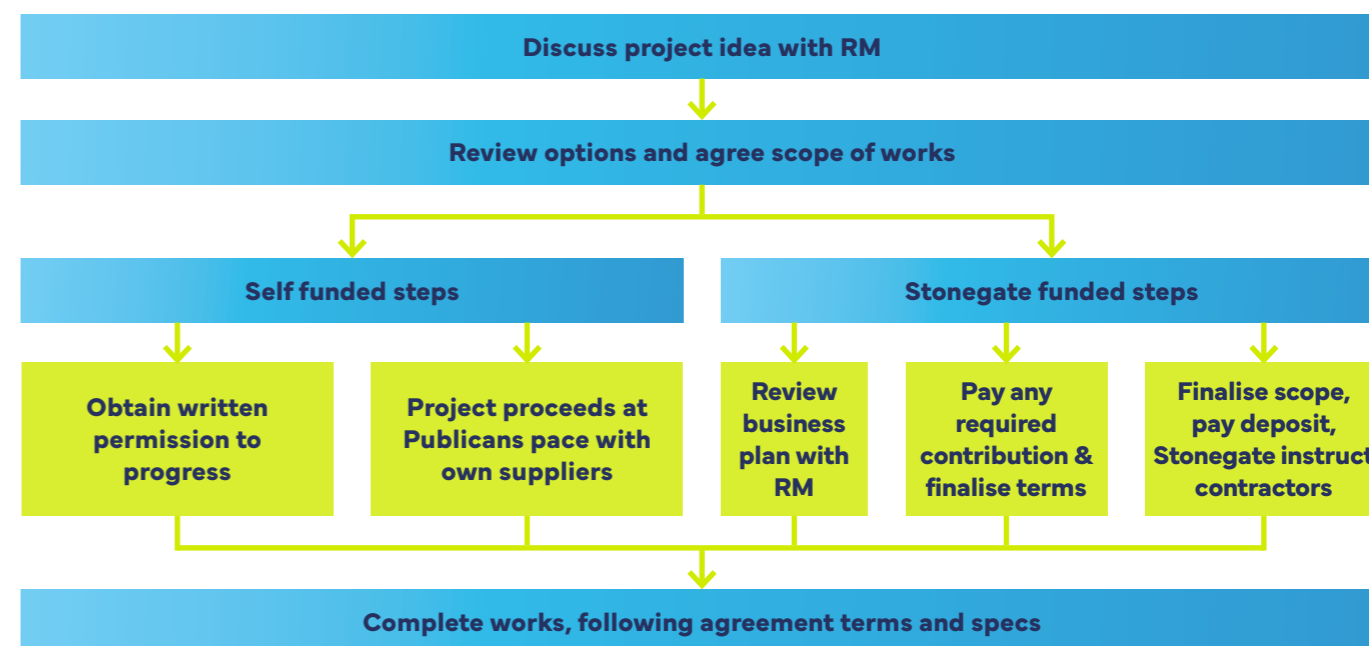


Invida is your dedicated system for management of Property queries. Here, pub teams can access the system to raise, check and provide feedback on queries via the My Pub area of the Pub Hub.

On the platform you can raise new queries, check, and comment on existing ones, or search the knowledge base for helpful guides and announcements.

## Investing in Your Business

Sometimes, you might feel that changes or new facilities could boost business at your pub. Chat with your Regional Manager to explore your ideas, and we'll help you find the best way to move forward. The flow to the right sets out the two main paths (Self-Funded and Company-Funded) clear while also showing additional steps for any required funding contributions and deposits.



If there comes a time when you believe that making changes to your pub, like adding new facilities or altering the building, could boost your business, we'd love to hear your ideas. Your first step should be to chat with your Regional Manager so that we can explore your proposal and talk you through the process.

If you're eager to take the lead and fund the project yourself, using your own design team and contractors, that's great! Just remember, you'll need our written consent before starting and your Regional Manager will arrange for the property team to prepare a "Licence to Alter" at your expense to outline and approve the agreed changes. Please don't begin any work without this license and without any necessary statutory approvals. Any unauthorised alterations may otherwise require for the affected area to be reinstated at your expense or for the beneficial effect of the alteration to not be disregarded at future rent assessments. If we decide to fund or part-fund the project, we'll work together to agree on the scope of your business plan, including any changes to

rent or other terms that reflect our investment. We'll share how we believe the project will benefit your business, but it's important for you to get independent professional advice to fully understand the potential impact. Your Regional Manager will ensure the property team prepares all necessary plans, designs, and work schedules, which will be formally agreed upon before any work begins.

We'll also discuss any contributions you might need to make towards the project costs and confirm the details of any fixtures or fittings you may need to purchase. Before work starts, we'll ensure that any relevant statutory approvals have been obtained and we will finalise a formal Deed of Variation to confirm the agreed changes, including any adjustments to your rent or other terms.

You may be asked to pay a deposit to cover the cost of any professional fees we incur while preparing the project details. If you choose not to move forward with the project, this deposit would not be refundable.

# Additional Information

## Benefits of working with us to run your own business

### Independence

- The trading style and pub operation is your own choice within the permitted user clause of your contractual agreement
- Ease of doing business, with support from us when you decide you need it
- Extensive product range, allowing you to choose the product portfolio that's right for your business

### Risk

- Lower risk due to typically low in-going costs and our commitment to fair dealing
- We are responsible for all repairs to the exterior, structure and services to the property (Tenancy only)
- Successful operators can often expand your business portfolio in partnership with us
- You can give us notice within the first 6 months of your agreement by giving us 6 months' notice (Fixed term tenancy only)

### Financial

- Pubs subject to a trading tie typically pay, lower than market rents and this reduced fixed cost lowers the break-even point for your business
- Positive impacts on cash flow
- Access to capital investment

### Assignable leases

- Grow the value of your business and assign (sell) your lease agreement after two years (lease only)

### Beneficial purchasing from our suppliers

- We are always keen to assist you by leveraging our buying power and scale. We will share incentives with trusted suppliers to offer you the opportunity to support your business with competitive costs and exclusive ordering platform for Stonegate Pub Partners

### Support

- You will have access to a Regional Manager for support, advice, guidance and direction. A wide range of support services are also available on our digital platform which our publicans are expected to access

## BII Membership – Benefits and Contacts

As part of our efforts to continually enhance the range of support and services to assist your business you will be provided with full membership to the British Institute of Innkeeping ('BII') at our expense.

BII membership offers you the opportunity to access additional, independent help, advice and guidance whenever you need it via their weekly INNfocus email, member's website and helpdesk support. Full details of their services can be accessed here: <https://www.bii.org>, or you can call the BII team on **01276 684449** if you wish to discuss these in person.

For those of you who are already BII members, we will be paying for your annual membership once it comes up for renewal.

## Licensing Support

The Licensing (Scotland) Act 2005, introduced a single licence scheme for licensed premises which governed the:

- Supply alcohol
- Regulated entertainment
- Late night refreshment

Licensing authorities operate according to four Licensing Objectives intended to ensure that, licensable activities are carried out in the public interest. Licensed premises must make sure they are meeting these requirements:

- The prevention of crime and disorder
- Public safety
- The prevention of public nuisance
- The protection of children from harm
- Protecting and improving public health

A Premises Licence is a licence that is granted to authorise a premises for the sale of alcohol, the provision of regulated entertainment or the provision of late night refreshment. The Premises Licence will show the permitted hours and Licensable Activities at that premises. There will be a number of Mandatory Conditions which are on all Premises Licences, plus a number of conditions which are specific to that premises, to ensure it meets the Licensing Objectives.

Each licensed premises must name a person who is responsible for supervision of alcohol sales at the premises. This person is known as the "Designated Premises Manager" (DPM). The DPM will be the holder of a Personal Licence, which is granted to an individual and authorises that person to supply alcohol or authorise the supply of alcohol in accordance with a premises licence. The DPM is normally the day-to-day manager of the premises. Only one person can be designated as the DPM.

More info can be found on the Government website: [www.gov.scot/publications/alcohol-licensing-guidance/pages/licensing-legislation](http://www.gov.scot/publications/alcohol-licensing-guidance/pages/licensing-legislation)



# Your Agreement & responsibilities

## Rent and Deposit Payments – Payment Terms

Unless otherwise stated in your agreement, rent is due weekly in advance. We will agree payment terms for the supply of goods with you. The only approved method of payment is by direct debit and should you fail to pay by this method then we reserve the right to make additional charges to cover the costs of administration.

You will be required to lodge a deposit with us, usually to the value of three months' rent, which we will hold in accordance with the terms of your lease or tenancy agreement. We require a deposit as security for the performance of rental and other obligations you will have to us and as security for the credit terms you will receive on trade purchases. In all our new agreements you will receive interest on your deposit, credited annually to your deposit account. The rate of interest (IR) will be the Bank Rate (as set by the Bank of England's Monetary Policy Committee) minus 0.5%, subject to a minimum of 0.5%. We will return any remaining balance of your deposit to you upon your departure from the property, after the deduction of any sums owed, which will be shown in a detailed departure statement.

## Purchasing Obligations

Stonegate tied agreements offer the benefit of a resultant property rent that is lower than for a similar site with no tie plus you will benefit from our specialised support services. When you enter into a contract with us the trading tie agreed reflects your purchasing obligations, the prices are reviewed annually.

It is your responsibility to understand and confirm the terms of your tie, so you are fully aware of the products you are obliged

to purchase via Stonegate. Should you have any queries in this regard please refer to your agreement and speak to your Regional Manager.

Unless your agreement states otherwise, deposits paid are not held on trust and, in the unlikely event of insolvency of the Company, they are not ring-fenced. If your rent increases, we may request additional sums required to raise the level of your deposit to 25% of the current rent. We may also ask for increased deposit if you are unable to provide us with personal guarantors for agreements taken in a Limited Company name.

In the event that a pub is unable to trade as a result of a building insurance claim, you may not be charged rent for the period of closure. Stonegate Pub Partners insure for 2 years loss of rent in the event of a loss.

The rent is adjusted upwards or downwards at or around each anniversary of the start date in line with the Retail Price Index or Consumer Price Index, please refer to your agreement.

We recognise that you may on occasion experience an emergency stock shortage. It is essential that you do not procure tied supplies from any other source without first speaking with your Regional Manager.

## Flowmeters

Should your site have the benefit of having a flowmeter system installed, you will be given online access to the data for your site (or multiple sites if you are a Multiple Site Operator). Flowmeters measure the dispense of your draught products with additional data showing time of dispense and volumes.

**Such key information can be an invaluable management tool, with some of the benefits being that you can use the information to:**

- Organise and evaluate your line cleaning regime, identifying if a line clean has been missed if you rely on a third party to complete the clean.
- Analyse your 'hot spot report', highlighting peak trading times and assisting with staff rotas.
- Support your stocktaking analysis.
- Review of site marketing and promotional activities.

You can gain access to your flow meter information online at [www.Vianetplc.com](http://www.Vianetplc.com) please contact your RM should you require login details.

## Quality & Compliance Reviews

Your Regional Manager and/ or Quality and Compliance Manager, will support you in maintaining optimum standards for beer quality to ensure guest and customer satisfaction. On occasion we may require access to your cellar, and areas of your site which may be used to store stock. We expect you to give us access at all reasonable times -sometimes without prior notice.

Such site visits may result from variances with flow-meter data, purchasing patterns or other information which we may need to investigate.

**As part of confirming adherence to your tie, your RM and/or QCM may complete the following:**

- Check your flow metering equipment. Including a verification check and calibration where necessary.
- Record details of products on site, including, but not restricted to the cellar, back bar, fridges and storage areas.
- Ensure any products sourced in contradiction of your tie are flagged.

You should be aware that charges can be incurred in the event of you breaching your purchasing obligations under your agreement and that continued breaches can lead to further implications or actions being taken in relation to the ongoing relationship depending on the nature of the breaches concerned.



## Guide to Our Charges

There are various ongoing and one-off charges that you may be liable for when you operate a Lease or Tenancy agreement. A schedule of our most common charges is set out below. All charges shown exclude VAT and disbursements which may be payable as appropriate. You will always be notified of any applicable charges before debiting your account and we will advise you if we seek an alternative method of payment.

Please note that these charges may be varied or added to from time to time and we recommend that you visit our website for the most up-to-date position: [www.stonegatepubpartners.co.uk](http://www.stonegatepubpartners.co.uk)

Legal fees	Detail	Charge (+VAT, if applicable)
<b>TAW</b>	Administration fees for a Tenancy at Will Agreement.	£415.00
<b>Short Term Tenancy</b>	Administration fees to commence a Short Term Tenancy.	£415.00
<b>Fixed Term Tenancy</b>	Administration fee upon commencement of a Fixed Term Tenancy.	£835.00
<b>Turnover Tenancy Agreement</b>	Administration fee upon commencement of a Turnover Tenancy Agreement.	£835.00
<b>5 Year RPT</b>	Administration fee for commencement of a Five Year Retail Partnership Tenancy agreement.	£835.00
<b>Lease</b>	Administration fee to produce a Lease agreement.	£1,045.00
<b>DOV (Upon Publican Request)</b>	Administration fee to produce a Deed of Variation.	£625.00
<b>Assignment Administration Fee</b>	This is an administrative charge payable by an assignor on application to assign their lease.	£1,045.00
<b>Assignment Legal Fee</b>	This represents legal fees payable by an assignor to our solicitors for our legal costs associated with processing a Licence to Assign. Assignors are recommended to also appoint their own solicitor at their own cost to represent them in assigning their lease which will incur separate costs.	£940.00 (freehold site with publican using solicitor) £1,100.00 (freehold site with publican not using solicitor) leasehold sites variable
<b>Deed of Release/ Substitution Administration Fee</b>	This is an administration fee payable on application to substitute existing guarantors with alternative guarantors.	£205.00
<b>Deed of Release/ Substitution Legal Fee</b>	This fee represents our legal costs payable by a publican to our solicitors for processing a Deed of Substitution associated with changes to guarantors.	£455.00
<b>Property Survey at Assignment</b>	This fee is payable by an assignor on request to assign their lease and relates to the production of a property survey This will document the condition of the property and identify any outstanding repair items that we require addressing prior to legal completion of the assignment.	£1,350.00
<b>Outstanding Repairs Deed Legal Fee at Assignment</b>	There may be exceptional circumstances where we consent to the legal completion of an assignment prior to the outstanding repair items being completed. In such circumstances we will require funds to be lodged with us to cover the reasonable cost of completing such works which, dependent on the agreement reached between the parties, will either be undertaken by ourselves or the assignee. In the event of the latter the funds will be reimbursed upon satisfactory completion of the works. This fee represents the legal cost associated with producing the Deed which will document the agreement between the parties.	£550.00
<b>Outstanding Repairs Deed – Project Management Costs at Assignment</b>	This fee is charged to the assignee for supervising the completion of outstanding repair works on assignment in circumstances where responsibility for their completion is either transferred to ourselves or the assignee.	No Fixed Fee
<b>Licence to Alter Legal Fee</b>	This fee is charged for the creation of a Licence to Alter where we consent to a publican's request to make structural alterations to their premises.	£550.00 freehold - leasehold variable

All charges shown below exclude VAT and Local Authority Disbursements where appropriate.

Licensing	Detail	Charge (+VAT, if applicable)
<b>Designated Premises Manager</b>	This fee is charged to publicans operating on Tenancy At Will ('TAW') agreements where there is a change in the identity of the Designated Premises Manager.	£98.00
<b>Machine Permit</b>	This fee is charged to publicans operating on TAWs where there are 2 or more AWP gaming machines at the premises.	£90.00
<b>Premises Licence Annual Fee</b>	This fee is charged to publicans operating on TAWs for the provision of a Premises Licence Annual Fee.	£255.00 per annum**
	Where a publican subsequently converts to a substantive agreement they will be liable for the balance of the annual fee.	Variable
<b>Premises Licence Late Night Levy</b>	This fee is charged to publicans operating on TAWs for the provision of the Late Night Levy Fee. This charge is only where the Local Authority has a Late Night Levy scheme in place.	£299.00 - £1493.00 per annum**
	Where a publican subsequently converts to a substantive agreement they will be liable for the balance of the annual fee.	Variable
<b>Transfer of Premises Licence Holder on conversion to Substantive Agreement</b>	This fee is charged to publicans operating on TAWs where we make an application to the Local Authority to transfer the registered holder of the Premises Licence from ourselves to the publican.	£98.00
<b>Transfer of Premises Licence Holder to ei publican partnerships</b>	This fee is charged to publicans where the Premises Licence is transferred to us as a result of expiry or termination of their agreement.	£98.00
<b>Premises Licence Review</b>	This variable fee is charged to publicans in circumstances where the Premises Licence is subject to either revocation or onerous conditions by the Local Authority as a direct consequence of breaches of licensing law or inadequate compliance by the publican to the licensing objectives.	Variable
<b>License at Risk</b>	Charge for a notification of interest in the premises licence. The local authority will then advise of any changes to the premises licence.	£98.00

\*The fee depends on the rateable value of the pub. \*\*Charged in equal weekly instalments.

All administration fees are reviewed annually. Local Authority Disbursements are currently being reviewed as part of the Government Consultation which allows Councils to set their own level of charges.

Agreement contractual charges	Detail	Charge (+VAT, if applicable)
<b>Building Insurance</b>	This is a variable weekly charge payable by all publicans for building insurance cover that we arrange in accordance with the tenancy or lease. The level of charge will be dependent on the risk and cover requirements. Publicans will be required to pay the first £1000 of any insurance claim, irrespective of the repairing covenants in their agreement.	Variable
<b>Business Insurance</b>	This is a compulsory weekly charge payable by all publicans who operate on tenancy agreements. Publicans who operate on leases are required to source their own cover.	£2,134.84 (Substantive Agreements) £2,128.01 (TAW)
<b>Cellar Cooling contract</b>	This is a weekly charge payable by all publicans who operate on tenancy agreements. It is an optional service for publicans who operate on leases.	£420.37 per annum (tenancies) £750.56 per annum (leases)
<b>Safety Management Solutions contract</b>	This compulsory service is paid weekly by all publicans on new lease and tenancy agreements.	£1,757.40 per annum
<b>Heating &amp; Boiler maintenance contract</b>	This is a compulsory service for publicans operating on new tenancies and is paid weekly. It is an optional service for publicans operating on leases.	£901.96 per annum (tenancies) £1,580.20 per annum (leases)
<b>Repairs &amp; Maintenance / Decoration fund</b>	Publicans operating on new leases are required to make monthly contributions into a Repair and Maintenance Fund and those operating on tenancies are required to contribute into a Decoration Fund. The required contributions are variable according to the size and nature of the premises. Pub specific details of the level of required contribution is contained within the relevant Pub Information Sheets that are issued to all new applicants.	Variable
<b>Non-Mains Drainage</b>	This is an mandatory service for pubs where there is non-mains drainage. There are three levels of service depending upon the installation	Level 1 £874.50 per annum Level 2 £1,495.00 per annum Level 3 £1,695.00 per annum
<b>Rental of EPOS Equipment</b>	This compulsory service for all publicans on Beacon agreements.	£5.00 per till and £1.00 per printer per week
<b>Maintenance of EPOS Till</b>	This compulsory service for all publicans on Beacon agreements.	£9.23 per till per week
<b>Connectivity of EPOS</b>	This compulsory service for all publicans on Beacon agreements.	£7.38 per week
<b>Beacon Marketing Support</b>	Marketing support provided to publicans on Beacon agreements.	£21.50 per week

Other charges	Detail	Charge (+VAT, if applicable)
<b>No direct debit</b>	Publicans are required to pay their rent and trade accounts with us by variable direct debit unless we specify otherwise. This weekly charge may be made in the event that a direct debit is not in place to cover additional administration costs.	£25.15 per week
<b>Bounced Direct Debit</b>	Charge payable for each instance where a direct debit is bounced.	£34.00
<b>Non scheduled delivery of drinks</b>	This is a variable charge that may apply in the event that drinks deliveries are made at the request of the publican on non-scheduled delivery dates.	Variable
<b>Schedule of dilapidations</b>	This fee applies when we consider it necessary to produce a Schedule of Dilapidations. This most commonly applies where an agreement is expiring, being terminated or where there are reasonable concerns about the extent of disrepair.	Variable
<b>Damages for breach of purchasing obligations</b>	Where purchasing obligations are contained in an agreement and they are breached the Company reserves the right to recover any losses it incurs in relation to any breaches. Our losses include our lost margin on tied sales and the administrative costs of identifying, dealing with and recovering our losses.	£280.00 per brewers barrel Variable for other products Plus admin fee of £345.00 +vat
	Where flow monitoring equipment is installed at the premises and is interfered with or maliciously damaged we reserve the right to recover the costs of making good any damage caused and estimate, with engineers visits, that will be not less than £1,500.00	£1,500.00 (variable)
<b>Corkage Fees</b>	Charges for products sourced elsewhere with prior written permission from company and adherence to corkage procedure.	£280.00 per brewers barrel. Variable for other products.

Ending your agreement	Detail	Charge (+VAT, if applicable)
<b>Surrender fee</b>	This fee applies in circumstances where, at our discretion, we permit an early surrender of the lease or tenancy.	Minimum of 3 months rent plus value of any outstanding dilapidations.



## Insurance

Stonegate Group procure property insurance for the entire estate and recharge our publicans. The insurance policy has a deductible payable by all tenants (known as a 'licensee contribution to repairs') which is detailed in the cover summary. A copy of the full insurance policy can be found here: [www.stonegatepubpartners.co.uk/my-library/protect-your-pub/insurance](http://www.stonegatepubpartners.co.uk/my-library/protect-your-pub/insurance)

### Building Insurance

In the event that the pub should suffer an insurable loss, then our Partners are encouraged to call our Property Help Desk on **03333 20 20 85** (24 hours a day). They will take some brief details before contacting the claims handlers at our insurance broker's Arthur J. Gallagher Insurance Brokers Limited (Gallagher). Gallagher will then call you to clarify the details before arranging for one of our contractors to visit the site.

### Other Insurances

All publicans are also required to take out Employers Liability by law. In addition to this, Stonegate Group occupational agreements require publicans take out insurance for public and products liability, contents insurance (including fixed glass) and business interruption insurance, amongst other matters. Details regarding your insuring obligations are provided in your occupational agreement under the insurance section. Stonegate Group can provide you with a business insurance policy covering these requirements for tenancies although Partners operating on leases would need to make their own arrangements. We do have an introducer agreement in place with a small number of brokers and further details can be obtained by emailing: [insurance@stonegategroup.co.uk](mailto:insurance@stonegategroup.co.uk)

## Technical Services – Dispense Quality Standards and H&S requirements in the cellar

The correct dispense of beer is crucial to great quality and therefore customer satisfaction. Our technical services guide will be shared with you and provides information relating to best practice for beer dispense, how to resolve common problems, health and safety requirements in the cellar, and other useful information. Once in Pub Hub, you can view the Technical Services Guide at:

[www.stonegatepubpartners.co.uk/my-library/grow-your-sales/drink-and-food/technical-services](http://www.stonegatepubpartners.co.uk/my-library/grow-your-sales/drink-and-food/technical-services)

## Fixtures & Fittings – Matrix Chart of Responsibilities

Landlord's fixtures and fittings remain in Stonegate ownership and include items such as bar servery, back fittings, equipment relating to heating, cellar cooling system etc. You are responsible for the repair and maintenance of these items throughout your occupation.

### Inventory Responsibilities

The Trade Inventory is the contents of the pub and includes furniture, glassware, crockery etc. When you take over a pub you will need to either rent or purchase the Trade Inventory for use at the property. An Independent Licensed Broker will provide the valuation.

If you are purchasing the inventory, you will either, be purchasing from the outgoing Publican or from us, depending on the situation. You will not need to pay for any Inventory items that are not working, any such items will be identified by the Broker. When you leave your pub, should you own the inventory, you will have the opportunity to sell your Inventory to the new Publican, or to Us. The costs of the Broker are to be covered by the owner of the F&F, therefore if renting F&F from Stonegate we will cover the broker fees, alternately if you own the F&F you will cover the cost.

Where it is agreed for you to rent the Trade Inventory, we will enter into rental agreement with you to facilitate this arrangement.

## Renewing your agreement

As a Publican in Scotland, you do not have a statutory right to renew your tenancy or lease with us when it expires. However, you have the right to be granted a further twelve month term unless notice is served to the contrary at least forty days from the end of your agreement. If you agree new terms with us this will not be a renewal of your existing tenancy as there are no statutory rights to renew and will be agreed on a new open market letting basis.

In all matters relating to the expiry of a tenancy or lease we strongly recommend that you seek appropriate independent professional advice.

## Selling your lease

One of the many benefits of our long-term leases is that they give you the potential to build up a capital value within your business and, upon assignment, reap the rewards of your efforts and achievements. Be mindful that when you sell your lease, you may retain continued liability for your successor.

Should you wish to explore the options for assigning your lease, please discuss with your Regional Manager who can support you with every step of the process, from initial formal request to assign, through to satisfactory completion.

## Dealing with requests for assistance – Financial support requests – Necessary information requested

Throughout the term of your agreement, you will be expected to demonstrate that you are compliant with all parts of your agreement and that you are doing everything to manage your business efficiently and effectively. If your circumstances change in any way that might affect your personal or premises licence or the continued operation of the pub you must inform your Regional Manager as soon as possible. We can then review the issues affecting your business with you and seek to identify the most appropriate way we may assist.

'Similarly, if you experience financial difficulties at any time during your tenure, you should inform your Regional Manager of your circumstances as early as possible. Your Regional Manager will then advise of the detailed information you will need to provide in order that we may fully assess your situation. This may include (but is not necessarily limited to) copies of your annual and monthly accounts, VAT returns, stock taker reports, your current and previous business plan, your current price list and competitor analysis. Upon receipt, we will aim to devise an appropriate action plan as quickly as possible.'

If there has been a material and permanent detrimental change to your business, caused by circumstances which are outside of your control, an adjustment to the commercial terms of your agreement may be appropriate. Any such adjustment will be entirely at our discretion, and may either be applied temporarily, until the next cyclical rent review or until the expiry of your agreement, whichever is the sooner. This may be achieved by deed of variation or by way of any entirely new agreement.

## Surrendering the agreement

Under the terms of our leases, there are no contractual rights to surrender. While our leases do not grant an automatic right to surrender, other than as described in the "Cooling off period" section above, we recognise circumstances may arise where you wish to bring your agreement to an end before the contractual expiry date. Should you wish to discuss an early surrender, you must first contact your Regional Manager to explore your options.

Any request for early surrender will be considered at our discretion, provided there have been no material breaches of the agreement during its term and that you are fulfilling your repairing obligations. If an early surrender is approved, this will typically be subject to payment of a surrender fee of no less than three months' rent and on the basis that there is no interruption to trade, including if we accept short notice.

Alternatively, we may be able to help you to assign your agreement, or agree a timetable for recruiting a new publican to take over your pub. We encourage you to discuss your situation with your Regional Manager at the earliest opportunity to ensure a smooth transition.



# Property & you

## Repairs and Maintenance Fund

You'll contribute to a repair and maintenance fund, which you can use to cover your repair obligations. We may use the fund if we handle repairs that are your responsibility. When you leave the pub, the remaining balance in the account will be returned to you, provided the property is in good repair and all other accounts are up to date.

## Your Repair Responsibilities and INVIDA

Your general repair and maintenance responsibilities are outlined in your contractual agreement and detailed more specifically in the Repair Matrix at the end of this guide. We'll explain your repair obligations before you complete your business plan and, dependent on the nature of occupational agreement, we may provide you with a Schedule of Condition outlining the pub's current condition together with any specific works that either party may be required to undertake at the start of the agreement. It is important that you also make your own investigations into the condition of the building before making any contractual commitment.

INVIDA is your dedicated on-line system for management of Property queries. Here, pub teams can access the system to raise, check and provide feedback on queries via the My Pub area of the Pub Hub. On the platform you can raise new queries, check, and comment on existing ones, or search the knowledge base for helpful guides and announcements.

## Property Services Packages – SMS, Heating and Boiler, Cellar Cooling

To help you stay on top of health and safety matters and minimise the risk of disruptions to your business, such as issues with heating or cellar cooling, we've developed support packages. You'll receive full details of these packages before your agreement starts, and depending on your agreement type, you'll automatically be enrolled in all three schemes.

We also operate a Property Helpdesk that is contactable via Pub Hub. When you notify us of a repair, our Property Helpdesk will review your agreement and confirm who is responsible for the works. If we are responsible for the works and believe that remedial works are necessary and appropriate we will arrange for a contractor to visit your pub and handle the repair. If the works are complex, the contractor might perform a temporary fix to make things safe and return later for a more permanent solution. Where repairs are your responsibility, we may agree with you that the repairs will be carried out by our contractor and the cost recharged to your account.



## Property Helpdesk – What happens when you raise a repair?



## Ending Your Agreement – Leaving Site

When the time comes to leave your site there are a number of considerations to help make the process as straightforward as possible. Your Regional Manager will help to guide you through this stage.



### Fixtures & fittings

Your site inventory fixtures and fittings will be dealt with by way of an independent Valuer. Please see the below list of approved independent valuers:-

- A W Gore & Co
- McCoys Pub
- B.T. Ross & Co
- Platts Licensed Trade Valuers

You will receive a call from one of our approved valuers to arrange a convenient date and time to complete the valuation survey. Once this is complete it will be supplied to your regional manager who will contact you to discuss the contents. On the day of departure, we will request the valuer to reattend to confirm that the inventory doesn't need to be amended.

### Dilapidations

Before your agreement ends, we will arrange for a Terminal Schedule of Dilapidations to be prepared by a Chartered Surveying Practice which will detail any repairs you must complete before the end of your agreement. For tenancies, we aim to issue this schedule at least six months before the end of the contractual term, and for leases, at least 18 months prior to give you sufficient time to complete the works. The dilapidations schedule will assess respective liabilities and property condition at the time its completed, regardless of inherited property condition

We will provide you with a copy of the Schedule, outlining each part of the property that needs repair or replacement, along with the actions required. Our representative will follow up to monitor progress and confirm when the works are completed, and if any repairs are still outstanding at the end of the agreement, we reserve the right to charge you for completing them.

You will be responsible for covering the reasonable costs of conducting the survey to prepare the Terminal Schedule of Dilapidations and any necessary follow-up visits.

As part of the process we need to arrange for a 'Schedule of Wants of Repair' to be prepared with the aim of giving you sufficient time to undertake any necessary repairs. We will instruct an independent Chartered Surveyor to visit your property to prepare the schedule and they will contact you to arrange a convenient time. During the visit they will require full access to all areas of the property.

The Surveyor will contact you again to arrange a visit 3 months before the expiry of your agreement to answer any questions or to discuss issues. They will be asked to attend one final time to complete a final inspection on your departure date or just before to sign off the completed repairs.

In accordance with the terms of your lease/tenancy agreement with Stonegate Group, we can recover our costs for undertaking this service. We will write to you to confirm these costs and to confirm the name of the appointed surveyor before they contact you.

You will receive an invoices following completion of the visits listed, and the monies will be collected by Direct Debit in the usual manner.

## What happens to my stock?

Ideally we advise that any wet or dry stock is used before departure.

You may arrange to sell items to the ingoing party, however we do not generally intervene in this transaction.

## Departing the property

We ask that the property is left in a clean and clear condition, with any personal items, rubbish etc removed from the premises prior to departure. We reserve the right to charge where the property is not left in a clean and clear condition, such costs will be added to your departure statement.

## Your Exit Statement – Tenant Departure Statement

Our head office Change of Tenancy support team will collate all necessary information to create an outgoing statement know as a Tenant Departure Statement or TDS.

## What does my TDS Include?

The TDS will list any credits and or charges due. Deposit held and so and so forth. We ask that you settle any arrears upon departure.

The TDS will be discussed with you with your Regional Manager upon departure day. You will both be required to sign the statement and we ask that you provide us with a forwarding address / ensure contact detail. This allows us to ensure any correspondence gets to you after your departure from the site.

Should there be any credits due, the Change of Tenancy Team will endeavour to get payment to you within 28 days of departure and upon receipt of all necessary paperwork.

## Terminating your agreement

The contractual details of provisions allowing for the termination of an agreement by notice or legal proceedings, are set out in the Heads of Terms and full details are contained in the sample agreement [www.stonegatepubpartners.co.uk/agreements](http://www.stonegatepubpartners.co.uk/agreements)

## Breaching your agreement

We will investigate any breaches of tenancy by reference to all available evidence. We will discuss any breach and remedial action required with you before any enforcement action is taken unless we consider the breach is so serious that enforcement action is required without notice.

## Publican Complaint Procedure

As a publican with Stonegate Pub Partners your Regional Manager is there to support you throughout every step of your journey with us. If you ever feel that we have failed to meet your expectations at any time or wish to raise a matter of complaint, please speak to your Regional Manager in the first instance. Should you not be satisfied as a result of raising a complaint with your Regional Manager, you may request that your complaint is escalated as part of the Stonegate Pub Partners complaints process. You can do this either by making the request via your Regional Manager or alternatively by emailing your complaint direct to: [complaints@stonegategroup.co.uk](mailto:complaints@stonegategroup.co.uk)

## Pub Code Breaches

**If you consider we have failed to comply with the provisions of the Pubs Code you should:**

- Identify the date, the event, (confirming why you consider it to be a breach), and describe the impact it has had on your business.
- Review the situation with your Regional Manager in the first instance.

Stonegate Group employ a Code Compliance Officer who oversees compliance with the Pubs Code. If you do not believe that your concern has been appropriately addressed we would encourage you to contact our Code Compliance Officer at: [pubscode@stonegategroup.co.uk](mailto:pubscode@stonegategroup.co.uk)

Your complaint will be acknowledged by our Customer Care Officer within five working days of receipt. Our Customer Care Officer will escalate your complaint to the Operations Director and/or relevant department within the business in order for the matter to be fully investigated. Whilst we endeavour to provide a full response to your complaint/s within 14 days of receipt, there may be times that this may not be possible due to the level of investigation required. Where this is the case our Customer Care Officer or, in some cases, your Regional Manager will keep you updated on progress and expected timings for a final response to be provided.

Should you remain dissatisfied with the outcome of your complaint you are within your rights to refer such matters to the SPCA for arbitration along with any other complaint relating to a suspected breach of the Code. To refer a matter for arbitration by the SPCA (or their nominated Arbitrators) you must provide us with 21 days' notice of your intention in order to ensure that we have had adequate time to try to resolve the matter with you.

Further information is available from the SPCA about this process and the costs involved by contacting them at: [pubscodeadjudicator@gov.scot](mailto:pubscodeadjudicator@gov.scot)

# Contacts

## Stonegate Support

Your contact for Tech Services, Ordering and Credit Control.  
[stonegate-pubpartner.zendesk.com/hc/en-gb](https://stonegate-pubpartner.zendesk.com/hc/en-gb)

## INVIDA

Your Property Query Management system, accessed via the My Pub area Pub Hub.  
[sg.invida.co.uk](https://sg.invida.co.uk)

## Regional Manager

For business Support, Advice, Escalation, Agreement Specific Information. Stock Shortages and delivery Issues.

## BII

01276 684 449  
[www.bii.org](http://www.bii.org)

## Vianet

01642 358 820  
[www.Vianetplc.com/login](http://www.Vianetplc.com/login)

## Licensed Trade Charity

0808 801 0550  
[www.licensedtradecharity.org.uk](http://www.licensedtradecharity.org.uk)

# Glossary of terms

## A

**Agreement** is the legal contract between **Stonegate Pub Company** and the **Tenant**.

**Applicant** is person(s) applying to take an **Agreement** with **Stonegate Pub Company**.

## B

**Business Plan** is a written document setting out the vision and goals for the pub.

## C

**Code Compliance Officer** is someone employed by the **Pub Owning Business** whose role it is to verify its compliance with the Pubs Code.

## D

**Designated Premises Manager** is the person who has day to day responsibility for the running of the business.

**Dilapidations** are breaches of the repairing terms of your **Agreement**.

**Divisible Balance** is the resultant sum when cost of sales, operating expenses (excluding rent) and return on capital have been deducted from turnover.

## F

**Fixtures & Fittings** are all items within the pub that do not form part of the fabric of the building for example tables and chairs.

**Fair Maintainable Turnover (FMT)** is the level of trade that an **REO** would expect to achieve on the assumption that the property is properly equipped, repaired, maintained and decorated.

## L

**Land and Buildings Transaction Tax** is a tax payable on certain land and property transactions. You should obtain professional advice as to whether any **Agreement** you enter into will qualify for this.

**Licence to Alter** is a document that varies a lease document to allow alterations to take place and where applicable any effect on rent from any improvements documented under a Licence to Alter can be disregarded at **Rent Review**.

## M

**Market Rent** is the estimated amount for which a property would be leased on the valuation date between a willing landlord and a willing **Tenant** on appropriate lease terms in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

**Market Rent Only** is the right of a tied **Tenant** to go free of **Tie**.

## P

**Personal Licence** is a licence that allows the holder to sell alcohol in a pub with a **Premises Licence**.

**Premises Licence** is a permanent licence granted for a pub.

**Pub Owning Business** is a landlord who owns tied pubs and therefore covered by the Scottish Pubs Code.

## R

**Reasonably Efficient Operator (REO)** is a concept where the valuer assumes that the market participants are competent operators, acting in an efficient manner, of a business conducted on the premises. It involves estimating the trading potential rather than adopting the actual level of trade under the existing ownership, and it excludes personal goodwill.

**Regional Manager** is the main point of contact for our **Tenants**. Supporting you with business advice and support.

**Rent Review** is a mechanism in your **Agreement** where you and **Stonegate Pub Company** agree or fix a new rent.

**Rent Event** is an event set out in your **Agreement** where there is the opportunity to look at the level of rent payable. These are typically **Rent Reviews** and lease renewals.

**Rent Assessment** is an assessment of the rent you must pay in relation to an **Agreement**.

**Rent Proposal Justification (RPJ) Form** is a form provided to you as part of a **Rent Review**, lease renewal or an unprotected agreement where we have not advised your occupation will end.

**Royal Institution of Chartered Surveyors (RIC)** is the Independent surveying professional body.

## S

**Schedule of Works** is a document that is prepared by **SP&B** as part of the letting process. It details the works, who is responsible for carrying them out and any penalties incurred should either party not complete the works within the agreed timetable. Upon completion of the **Schedule of Works**, or any other major works completed over the lifetime of your **Agreement**, the Schedule of Conditions will be updated.

**Scottish Pubs Code Adjudicator (SPCA)** is responsible for enforcing the Pubs Code.

**Scottish Pubs Code Regulations 2024** is Legislation that regulates the relationships between tied **Tenants** and **Pub Owning Businesses** in Scotland.

**Summary of Terms** is a document that sets out the main terms of your **Agreement**.

## T

**Tenant** is the individual or company that has entered into an **Agreement** with **Stonegate Pub Company** to run a pub.

**Tie/Tied Products** a requirement, set out in your **Agreement** to purchase certain products from **Stonegate Pub Company**.

# Appendices

## Appendix 1a

### Fixed Term Tenancy (5 Year) Summary of Terms

#### 1. THE TENANCY

**Term** The term will be for 5 years.

**Ending the Tenancy** (For New Substantive Tenants Only) Subject to You complying with the terms of the Tenancy You will be able to end the Tenancy at any time in the first 6 calendar months of the Term, for any reason, upon giving Us 6 months' notice.

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

#### 2. AGREEMENT FOR TENANCY

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

#### 3. THE RENT

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

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

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

**Deposit** A cash deposit equivalent to 3 months' rent is required on

commencement of the Tenancy. Interest is payable on the deposit. Further monies may be required in order to obtain credit on trading terms.

**Annual Indexation** The rent is adjusted upwards at or around each anniversary of the start date in line with the Retail Prices Index (RPI). All adjustments of Rent in line with RPI are subject to a cap of 6% and a collar of 2%.

**Rent Reviews** There are no cyclical open market rent reviews.

#### 4. PERMITTED USE

The premises may be used as a fully licensed public house for the retail sale of alcoholic and non-alcoholic drinks and the ancillary provision of accommodation, food and other refreshment, preparation and sale of food for consumption off the property, and dark kitchen use (subject to any necessary consents being obtained).

#### 5. INSURANCE

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

**Tenants** You will be required to arrange insurance cover for the contents including trade inventory, stock, all fixed glass, the premises licence and employer's liability. You must also insure against third party and public liability, loss caused by interruption to the business and any loss of money. We may offer this service to You in such instances the cost will be charged to You weekly in advance together with VAT. The current rate can be found in Our Guide to Agreements, typically this is reviewed annually on 1st October

#### 6. TERMS OF TRADING

**Trading Tie** The extent of the trading tie is a matter for negotiation at the start of the Tenancy. A "full wet tie" would require You to purchase from Us all beers, including cask conditioned and low alcohol or no alcohol beers, all lagers, all ciders, all flavoured alcoholic beverages, all wines, all spirits and all minerals whether in draught or

packaged forms. You can however, choose to be free of tie on some or all of the following categories: flavoured alcoholic beverages, wines, spirits, minerals and, where there is a clear business need, a single guest ale from a SIBA brewer. Payment would be in the form of a Tie Release fee for each category released. Once You have selected whether You would like to pay any Tie Release Fees so that You can purchase the relevant products free of tie, these cannot be returned to being tied products at Your election during the Term of the Tenancy nor can You elect to become free of tie on any further products once Your tenancy has commenced. You may not transfer any Tied Drinks purchased pursuant to Your Fixed Term Tenancy to any other site, nor can any products purchased at any other site be transferred to the Property.

**Annual Release Fees** If any aspect of the "full wet tie" is released, this arrangement will continue for the duration of the Tenancy, subject to the payment of Annual Release Fees. These will be fixed at an agreed amount, subject to annual indexation in line with the Retail Prices Index (RPI), and shall be payable weekly alongside your rent (and any other appropriate sums).

**Full Tie Release** We may, at any point during the Term, serve a notice upon You confirming that We are releasing all Trading Ties. If such a notice is served upon You, You shall be required to pay Us the Full Tie Release Fee (FTRF) and this shall be payable weekly alongside (and in addition to) Your Rent (and any other appropriate sums). The Full Tie Release Fee is assessed on the basis of a fair maintainable trade profits method calculation, made through consideration of the achievable uplift in gross profit for You moving from purchasing the Tied Drinks from Our price list to what We assess to be achievable pricing for an appropriate product range in the open market. We then consider the consequential impact of this to the divisible balance, adopting a rent bid We believe is reflective of the resulting agreement terms. The FTRF shall be adjusted

upwards at or around each anniversary of the start date in line with the Retail Prices Index (RPI). All adjustments of The Full Tie Release Fee in line with RPI are subject to a cap of 6% and a collar of 2%.

In the event that, for any reason, We are required to release any product tie under the Tenancy or if the Full Tie Release Fee cannot be used there may (at Our election) be an open market review of the Rent.

**Supply by Us** In the event that We are unable to supply You with any products which You are required to purchase from Us under Your Trading tie for an unreasonable period of time (being not less than 14 days), We may serve notice upon You allowing You to purchase those products from an alternative provider until such time as We are able to supply them to You again. In the event that We serve such a notice, You shall be required to supply Us with all records of any products which You have purchased from the alternative supplier and, if We demand such payment, You must pay to Us a sum as determined under the Tenancy.

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

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

**Gaming and Amusements Machines** Where the agreement permits gaming and amusement machines, provided that You use only reputable suppliers and that You have all necessary licences and registrations, You may install and offer to Your patrons gaming and/or amusement machines.

Where the agreement prohibits bringing gaming and amusement machines on to the premises we may consent to the installation of such equipment and if so the terms of any consent will be dealt with in a Machine Consent Letter.

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

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

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

#### 7. FIXTURES AND FITTINGS

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

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

#### 8. REPAIRS

**Repair Matrix** Throughout the Term We shall maintain and make available to You a copy of Our Repair Matrix. This document will give directions for the repair and maintenance of the Property, and We may update this from time to time. You must ensure that You are acting in compliance with the Repair Matrix at all times.

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

**Interior and Non-Structural** You will be responsible for the repair and maintenance of the interior and repair and maintenance, but not replacement, of our Fixtures and Fittings.

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

**Decoration Fund** You will pay an agreed amount per week to be put towards Your decorating obligations and You may drawdown from that fund for the purposes of complying with Your obligations or We may do so if we carry out decorations for which You are responsible. The balance of the fund will be repaid to You when You leave if the premises are in a good state of decoration and all other accounts are up to date.

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

**Service Charges** We will deal with compliance testing (but not remedial works unless they fall within our obligations) for health & safety, lifting equipment and gas & electrical safety in exchange for a service charge paid to Us weekly in addition to Your rent.

You will pay a maintenance service charge for the cellar cooling maintenance and for the heating system maintenance paid to Us weekly in addition to Your rent.

Current rates for service charges can be found in Our Guide to Agreements. Charges may be subject to review at any time, based on the actual cost to Us of providing these services

#### 9. ADDITIONAL SERVICES

**Marketing Support** You shall pay Us the Marketing Club Membership Fee and We shall provide You with marketing and promotional materials.

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

**Full Tie Release Event** In the event that there is a notice served by Us to invoke the Full Tie Release Fee, We may also elect to cease to provide any other ancillary services including (without limitation) the Marketing Support, Health & Safety Compliance Services, and/or Maintenance Services. If this happens You will no longer be required to pay any amounts to us in relation to the provision of those services.



## 10. ASSIGNMENT

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

## 11. TRAINING

We ask that you attend our 2 day induction which will help you ensure you are set up for success. The workshop is designed to

support you and your new pub by providing the skills and knowledge for a long term, profitable business. During the workshop you will be introduced to best practices in marketing, social media, recruitment and cellar management to name a few. In addition, we also recommend that you undertake the BII Pre-Entry Awareness Training (PEAT) course as part of ensuring you are set up for success.

## 12. PREMISES AND PERSONAL LICENCES

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

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

## 13. GUARANTORS

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

## 14. LEGAL & OTHER PROFESSIONAL ADVICE

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

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

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

To assist you in obtaining the relevant professional advice we will provide complimentary membership to the British Institute of Innkeeping (BII) once you have progressed your application. The BII is a rich source of independent information for all prospective publicans on all aspects of running a tied pub. You will receive contact from a BII representative inviting you to take up this membership to assist you in the application process including signposting you to accredited professional advisors

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

Version 2 – Dec 2024

# Appendices

## Appendix 1b

### Turnover Tenancy Agreement (5 Year) Summary of Terms

#### 1. THE TENANCY

**Term** The term will be for 5 years.

**Ending the Tenancy** Subject to You complying with the terms of the Tenancy You will be able to end the Tenancy at any time in the first 6 calendar months of the Term, for any reason, upon giving Us 6 months' notice.

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

#### 2. AGREEMENT FOR TENANCY

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

#### 3. THE RENT

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

**Turnover Rent** Turnover Rent will be payable in addition to the Rent. The Turnover Rent will be calculated as a percentage of the expected Net Sales, calculated in reference to the Market Fair Maintainable Trade (FMT) of the Property. You will only pay Turnover Rent on Net Sales up to and equivalent of the assessed FMT, any Net Sales achieved above the assessed FMT will not attract a Turnover Rent. In the event that You pay more in Turnover Rent than the Net Sales actually achieved in each 6 month Rebate Period, You may apply for a rebate which shall be applied to your rent and

trade account held with Us.

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

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

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

**Annual Indexation** The rent is adjusted upwards at or around each anniversary of the start date in line with the Retail Prices Index (RPI). All adjustments of Rent in line with RPI are subject to a cap of 6% and a collar of 2%.

**Rent Reviews** There are no cyclical open market rent reviews.

#### 4. PERMITTED USE

The premises may be used as a fully licensed public house for the retail sale of alcoholic and non-alcoholic drinks and the ancillary provision of accommodation, food and other refreshment, preparation and sale of food for consumption off the property, and dark kitchen use (subject to any necessary consents being obtained).

#### 5. INSURANCE

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

**Tenants** You will be required to arrange insurance cover for the contents including trade inventory, stock, all fixed glass, the premises licence and employer's liability. You must also insure against third party and public liability, loss caused by interruption to the business and any loss of money. We

may offer this service to You in such instances the cost will be charged to You weekly in advance together with VAT. The current rate can be found in Our Guide to Agreements, typically this is reviewed annually on 1st October.

#### 6. TERMS OF TRADING

**Trading Tie** The extent of the trading tie is a matter for negotiation at the start of the Tenancy. A "full wet tie" would require You to purchase from Us all beers, including cask conditioned and low alcohol or no alcohol beers, all lagers, all ciders, all flavoured alcoholic beverages, all wines, all spirits and all minerals whether in draught or packaged forms. You can however, choose to be free of tie on some or all of the following categories: packaged beers, packaged ciders, flavoured alcoholic beverages, wines, spirits or minerals in exchange for payment of an annual Tie Release fee for each category released. Once You have selected whether You would like to pay any Tie Release Fees so that You can purchase the relevant products free of tie, these cannot be returned to being tied products at Your election during the Term of the Tenancy nor can You elect to become free of tie on any further products once Your tenancy has commenced. You may not transfer any Tied Drinks purchased pursuant to Your Fixed Term Tenancy to any other site, nor can any products purchased at any other site be transferred to the Property.

**Annual Release Fees** If any aspect of the "full wet tie" is released, this arrangement will continue for the duration of the

Tenancy, subject to the payment of Annual Release Fees. These will be fixed at an agreed amount, subject to annual indexation in line with the Retail Prices Index (RPI), and shall be payable weekly alongside your rent (and any other appropriate sums).

**Full Tie Release** We may, at any point during the Term, serve a notice upon You confirming that We are releasing all Trading Ties. If such a notice is served upon You, You shall be required to pay Us the Full Tie Release Fee and this shall be payable weekly alongside (and in addition to) Your Rent (and any other appropriate sums). The Full Tie Release Fee is assessed on the basis of a fair maintainable trade profits method calculation, made through consideration of the achievable uplift in gross profit for You moving from purchasing the Tied Drinks from Our price list to what We assess to be achievable pricing in the open market. We then consider the consequential impact of this to the divisible balance, adopting a rent bid We believe is reflective of the resulting agreement terms. The Full Tie Release Fee shall be adjusted upwards at or around each anniversary of the start date in line with the Retail Prices Index (RPI). All adjustments of The Full Tie Release Fee in line with RPI are subject to a cap of 6% and a collar of 2%.

In the event that, for any reason, We are required to release any product tie under the Tenancy or if the Full Tie Release Fee cannot be used there may (at Our election) be an open market review of the Rent.

**Supply by Us** In the event that We are unable to supply You with any products which You are required to purchase from Us under Your Trading tie for an unreasonable period of time (being not less than 14 days), We may serve notice upon You allowing You to purchase those products from an alternative provider until such time as We are able to supply them to You again. In the event that We serve such a notice, You shall be required to supply Us with all records of any products which You have purchased from the alternative supplier and, if We demand such payment, You must pay to Us a sum as determined under the Tenancy.

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

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

**Gaming and Amusements Machines** Provided that You use only reputable suppliers, and that You have all

necessary licences and registrations, You may install and offer to Your patrons gaming and/or amusement machines.

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

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

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

#### 7. FIXTURES AND FITTINGS

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

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

#### 8. REPAIRS

**Repair Matrix** Throughout the Term We shall maintain and make available to You a copy of Our Repair Matrix. This document will give directions for the repair and maintenance of the Property, and We may update this from time to time. You must ensure that You are acting in compliance with the Repair Matrix at all times.

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

**Interior and Non-Structural** You will be responsible for the repair and maintenance of the interior and repair and maintenance, but not replacement, of our Fixtures and Fittings.

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

**Decoration Fund** You will pay an agreed amount per week to be put towards Your decorating obligations and You may drawdown from that fund for the purposes of complying with Your obligations or We may do so if we carry out decorations for which You are responsible. The balance of the fund will be repaid to You when You leave if the premises are in a good state of decoration and all other accounts are up to date.

**Alterations** You may not carry out any structural alterations but may carry out non-structural alterations with Our permission. We may ask

You to reinstate these at the end of the term.

**Service Charges** We will deal with compliance testing (but not remedial works unless they fall within our obligations) for health & safety, lifting equipment and gas & electrical safety in exchange for a service charge paid to Us weekly in addition to Your rent. You will pay a maintenance service charge for the cellar cooling maintenance and for the heating system maintenance paid to Us weekly in addition to Your rent.

Current rates for service charges can be found in Our Guide to Agreements. Charges may be subject to review at any time, based on the actual cost to Us of providing these services.

#### 9. ADDITIONAL SERVICES

**Marketing Support** You shall pay Us the Marketing Club Membership Fee and We shall provide You with marketing and promotional materials.

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

**Full Tie Release Event** In the event that there is a notice served by Us to invoke the Full Tie Release Fee, We may also elect to cease to provide any other ancillary services including (without limitation) the Marketing Support, Health & Safety Compliance Services, and/or Maintenance Services. If this happens You will no longer be required to pay any amounts to us in relation to the provision of those services.

#### 10. ASSIGNMENT

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

#### 11. TRAINING

We ask that you attend our 2 day induction which will help you ensure you are set up for success. The workshop is designed to support you and your new pub by providing the skills and knowledge for a long term, profitable business. During the workshop you will be introduced to best practices in marketing, social media, recruitment and cellar management to name a few. In addition, we also recommend that you undertake the BII Pre-Entry Awareness Training (PEAT) course as part of ensuring you are set up for success..

#### 12. PREMISES AND PERSONAL LICENCES

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

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

At the end of the Tenancy, or during the tenancy if We so elect, You must provide Us with a signed consent to transfer the Premises Licence.

#### 13. GUARANTORS

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

#### 14. LEGAL & OTHER PROFESSIONAL ADVICE

You must receive independent professional advice in advance of preparing Your business plan. Before entering into a Tenancy You should receive further independent professional advice about all its terms. Before completion You would need to demonstrate You have taken further independent professional

advice or confirm in writing Your decision not to do so despite Our recommendation.

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

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

To assist you in obtaining the relevant professional advice we will provide complimentary membership to the British Institute of Innkeeping (BII) once you have progressed your application. The BII is a rich source of independent information for all prospective publicans on all aspects of running a tied pub. You will receive contact from a BII representative inviting you to take up this membership to assist you in the application process including signposting you to accredited professional advisors.

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

Version 2 – December 2024



# Appendices

## Appendix 1c

### Retail Partnership Tenancy (5 Year) Summary of Terms

#### 1. THE TENANCY

**Term** The term will be for 5 years.

#### Ending the Tenancy Our Rights

Save for as provided for below We will also be able to end the

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

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

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

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

#### 2. AGREEMENT FOR TENANCY

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

#### 3. THE RENT

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

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

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

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

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

**Rent Reviews** There are no cyclical open market rent reviews.

#### 4. PERMITTED USE

The premises may be used as a fully licensed public house for the retail sale of alcoholic and non-alcoholic drinks and the ancillary provision of accommodation, food and other refreshment, preparation and sale of food for consumption off the property, and dark kitchen use (subject to any necessary consents being obtained). You may not use the

Premises primarily as a restaurant. You may use the residential parts of the Premises as a domestic dwelling.

#### 5. INSURANCE

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

**Tenants** You will be required to arrange insurance cover for the contents including trade inventory, stock, all fixed glass, the premises license and employer's liability. You must also insure against third party and public liability, loss caused by interruption to the business and any loss of money. We may offer this service to You in such instances the cost will be charged to You weekly in advance together with VAT. The current rate can be found in Our Guide to Agreements, typically this is reviewed annually on 1<sup>st</sup> October

#### 6. TERMS OF TRADING

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

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

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

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

**Annual Release Fees** If any aspect of the "full wet tie" is

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

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

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

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

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

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

#### 7. FIXTURES AND FITTINGS

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

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

#### 8. REPAIRS

**Exterior Structure and Services** We are responsible for all repairs to the exterior, structure and services. You are responsible for notifying Us as soon as You become aware of any required repairs in order that we can both mitigate against further consequential damage. You will be responsible for all other repairs and

day to day maintenance, including drains, all pipes, toilets and sanitary equipment and to keep all car parks, access ways, gardens, play areas, landscaping or other unbuilt upon areas safe for public access, properly surfaced or cultivated, clean and tidy and free from weeds. We shall issue You with a Repairs Matrix which shall give directions for the repair and maintenance of the Property and which We may update from time to time..

**Interior and Non-Structural** You will be responsible for the repair and maintenance of the interior and repair and maintenance, but not replacement, of our Fixtures and Fittings

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

**Decoration Fund** You will pay an agreed amount per week to be put towards Your decorating obligations and You may drawdown from that fund for the purposes of complying with Your obligations or We may do so if we carry out decorations for which You are responsible. The balance of the fund will be repaid to You when You leave if the premises are in a good state of decoration and all other accounts are up to date.

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

**Service Charges** We will deal with compliance testing (but not remedial works unless they fall within our obligations) for health & safety, lifting equipment and gas & electrical safety in exchange for a service charge paid to Us weekly in addition to Your rent

You will pay a maintenance service charge for the cellar cooling maintenance and for the heating system maintenance paid to Us weekly in addition to Your rent.

Current rates for service charges can be found in Our Guide to Agreements. Charges may be subject to review at any time, based on the actual cost to Us of providing these services

**Accounts and Stocktaking.** All tenants are required to ensure that they instruct appropriate third-party accounting and stocktaking services from properly qualified suppliers. Upon request, You will

be obliged to provide to Us copies of any documentation that they prepare for You as a result of them carrying out these services in respect of the business. The cost of these services will be payable by You direct to the service provider

#### 9. ASSIGNMENT

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

#### 10. TRAINING

We ask that you attend our 2 day induction which will help you ensure you are set up for success. The workshop is designed to support you and your new pub by providing the skills and knowledge for a long term, profitable business. During the workshop you will be introduced to best practices in marketing, social media, recruitment and cellar management to name a few. In addition, we also recommend that you undertake the BII Pre-Entry Awareness Training (PEAT) course as part of ensuring you are set up for success

#### 11. PREMISES AND PERSONAL LICENCES

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

We may, at Our election, require You to transfer the Premises

Licence to Us (or Our nominee) at any time during the term of the Lease.

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

#### 12. GUARANTORS

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



### 13. LEGAL & OTHER PROFESSIONAL ADVICE

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

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

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

To assist you in obtaining the relevant professional advice we will provide complimentary membership to the British Institute of Innkeeping (BII) once you have progressed your application. The BII is a rich source of independent information for all prospective publicans on all aspects of running a tied pub. You will receive contact from a BII representative inviting you to take up this membership to assist you in the application process including signposting you to accredited professional advisors

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

Version 9 – Dec 2024

# Appendices

## Appendix 1d

### Turnover Lease (Scotland) Summary of Terms (20 Year)

#### 1. THE LEASE

**Term** The term will be for 20 years.

**Ending the Lease** Subject to You complying with the terms of the Lease You will be able to end the Lease at any time in the first 6 calendar months of the Term, for any reason, upon giving Us 6 months’ notice. There will be no further entitlements to end the Lease save for us where You are in breach.

**Costs** Each party pays its’ own legal costs.

You will also be responsible for 1) making a Return and paying the required Land and Buildings Transaction Tax assessed on the Lease and 2) the costs of registration of the Lease at the Land Register of Scotland.

If We have to obtain head landlord’s consent to the Lease a contribution of £750 (ex Vat) will be payable by You on acceptance of the offer of a new Lease, to be refunded to You only upon legal completion.

#### 2. AGREEMENT FOR LEASE/MISSIVES

The Lease may be preceded by an Agreement for Lease or Missives. Unless We and You otherwise agree an alternative date You will be able to occupy the pub on all the terms of the Lease as soon as You legally enter into the Agreement for Lease or Missives. The start date of the Lease will be the date of the Agreement for Lease/ conclusion of Missives or such other date as You and We agree.

#### 3. THE RENT

**Rent** (consisting of base rent and turnover rent elements) will be agreed by negotiation, having regard to the potential profitability of the business and taking into account all of the terms of the Lease.

**Turnover Rent** Turnover Rent will be payable in addition to the Rent. The Turnover Rent will be calculated as a percentage of the expected Net Sales, calculated in reference to the Market Fair Maintainable Trade (FMT) of the premises. You will only pay Turnover Rent on Net Sales up to and equivalent of the assessed FMT, any Net Sales

achieved above the assessed FMT will not attract a Turnover Rent. In the event that You pay more in Turnover Rent than the Net Sales actually achieved in each 6-month Rebate Period, You may apply for a rebate which shall be applied to your rent and trade account held with Us.

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

**Outgoings** You will be responsible for all rates and all other outgoings including for the premises and the business carried on by You, this includes but is not limited to all utilities and You must notify all suppliers of your responsibility on commencement of the Lease

**Deposit** A cash deposit equivalent to 3 months’ rent is required on commencement of the Lease. This will be held by us for the duration of the term of the Lease. Interest is payable on the deposit. Further monies may be required in order to obtain credit on trading terms.

**Annual Indexation** The base rent is adjusted upwards at or around each anniversary of the start date in line with the Retail Prices Index (RPI). All adjustments of Rent in line with RPI are subject to a cap of 6% and a collar of 2%.

**Rent Reviews** There are no cyclical open market rent reviews of the base rent.

#### 4. PERMITTED USE

The premises may be used as a fully licensed public house for the retail sale of alcoholic and non-alcoholic drinks and the ancillary provision of accommodation, food and other refreshment, preparation and sale of food for consumption off the premises, and dark kitchen use (subject to any necessary consent being obtained).

#### 5. INSURANCE

**Landlord** We will arrange insurance for the premises and for two years’ loss

of rent. Our insurance costs will be recharged to You weekly in advance together with VAT.

**Tenants** You will be required to arrange insurance cover for the contents including trade inventory, stock, all fixed glass, and employer’s liability. You must also insure against third party and public liability, loss caused by interruption to the business and any loss of money. We may offer this service to You in such instances the cost will be charged to You weekly in advance together with VAT. The current rate can be found in Our Guide to Agreements, typically this is reviewed annually on 1st October.

#### 6. TERMS OF TRADING

**Trading Tie** The extent of the trading tie is a matter for negotiation at the start of the Lease. A “full wet tie” would require You to purchase from Us all beers, including cask conditioned and low alcohol or no alcohol beers, all lagers, all ciders, all flavoured alcoholic beverages, all wines, all spirits and all minerals whether in draught or packaged forms. You can however, choose to be free of tie on some or all of the following categories: packaged beers, packaged ciders, flavoured alcoholic beverages, wines, spirits or minerals in exchange for payment of an annual Tie Release fee for each category released. Once You have selected whether You would like to pay any Tie Release Fees so that You can purchase the relevant products free of tie, these cannot be returned to being tied products at Your election during the Term of the Lease nor can You elect to become free of tie on any further products once Your Lease has commenced. You may not transfer any Tied Drinks purchased pursuant to Your Fixed Term Lease to any other site, nor can any products purchased at any other site be transferred to the premises.

**Guest Beer** Recognising the option for a tenant under a tied lease to have a right to a “Guest Beer” under the The Scottish Pubs Code Regulations 2024 (Pubs Code), the lease contains such a right subject to the Guest Beer chosen

from time to time by You meeting the qualifying criteria laid out in the Pubs Code.

**Annual Release Fees** If any aspect of the “full wet tie” is released, this arrangement will continue for the duration of the Lease, subject to the payment of Annual Release Fees. These will be fixed at an agreed amount, subject to annual indexation in line with the Retail Prices Index (RPI), and shall be payable weekly alongside your rent (and any other appropriate sums).

**Full Tie Release** We may, at any point during the Term, serve a notice upon You confirming that We are releasing all Trading Ties. If such a notice is served upon You, You shall be required to pay Us the Full Tie Release Fee and this shall be payable weekly alongside (and in addition to) Your Rent (and any other appropriate sums). The Full Tie Release Fee is assessed on the basis of a fair maintainable trade profits method calculation, made through consideration of the achievable uplift in gross profit for You moving from purchasing the Tied Drinks from Our price list to what We assess to be achievable pricing in the open market. We then consider the consequential impact of this to the divisible balance, adopting a rent bid We believe is reflective of the resulting agreement terms. The Full Tie Release Fee shall be adjusted upwards at or around each anniversary of the start date in line with the Retail Prices Index (RPI). All adjustments of The Full Tie Release Fee in line with RPI are subject to a cap of 6% and a collar of 2%.

In the event that, for any reason, We are required to release any product tie under the Lease or if the Full Tie Release Fee cannot be used there may (at Our election) be an open market review of the base Rent.

**Supply by Us** In the event that We are unable to supply You with any products which You are required to purchase from Us under Your Trading tie for an unreasonable period of time (being not less than 14 days), We may serve notice upon You allowing You to purchase those products from an alternative provider until such time as We are able to supply them to You again. In the event that We serve such a notice, You shall be required to supply Us with all records of any products which You have purchased from the alternative supplier and, if We demand such payment, You must pay to Us a sum as determined under the Lease.

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

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

**Gaming and Amusements Machines** We will require to consent to any such installations and in the event that we do so consent this will be subject to You having all necessary licences and registrations, and using reputable suppliers.

**Beer Dispense Equipment** Dispense equipment is provided by the nominated suppliers and is maintained and owned by them. Cellar cooling equipment is your responsibility

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

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

## 7. FIXTURES AND FITTINGS

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

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

## 8. REPAIR OBLIGATIONS

**Exterior and Interior Structural/Non Structural and Services** As the Lease is granted on FRI terms (full repairing and insuring) You alone are responsible for all repairs, replacements and where required improvements for all element of the premises, Our fixtures and fittings and tenant’s improvements excepting only damage covered by the buildings insurance that we arrange under the Lease (and only so far as we may have a successful claim under that insurance). . You are responsible for

notifying Us as soon as You become aware of any required works. You will also be responsible for all other repairs and day to day maintenance, including drains, all pipes, toilets and sanitary equipment and to keep all car parks, access ways, gardens, play areas, landscaping or other unbuilt upon areas safe for public access, properly surfaced or cultivated, clean and tidy and free from weeds. See further under paragraph 14 of the put and keep nature of the obligations undertaken by You under the Lease.

**Redecoration** You must redecorate the interior and exterior of the premises in an agreed initial decoration year and thereafter as often as is required and in the last 6 months of the term if We reasonably require.

**Alterations/Additions** You shall not carry out any structural alterations or additions but may carry out non-structural alterations or additions with Our permission. Such permission is subject to you obtaining prior to the grant of Our permission, the Local Authority permissions required in particular Planning/Building Control and Licensing Board consent We may ask You to reinstate all or some of these alterations/remove any additions at the end of the Lease term.

**Service Charges/Common Charges** You will be responsible for all costs payable to a factor, managing agent or other owner where the premises is part of a larger building or larger development.

## 9. PRE-EMPTION AGREEMENT

If you intend to assign the interest You have in the Lease, prior to Our granting any consent that may be required under the Lease, You shall first be required to offer to surrender your interest in the Lease to us or Our nominees on the same terms as you can demonstrate has been offered to you by an independent arms’ length party with whom you have entered into an Agreement or missives for the assignment of the Lease.

## 10. ADDITIONAL SERVICES

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

## 11. ASSIGNATION

You may not assign, underlet or share possession of the premises or part of the premises without Our permission which We may not unreasonably withhold but may grant, refuse or grant subject to conditions.

## 12. TRAINING

We ask that you attend Our 2 day induction which will help you ensure you are set up for success. The workshop is designed to support you and your new pub by providing the skills and knowledge for a long term, profitable business. During the workshop you will be introduced to best practices in marketing, social media, recruitment and cellar management to name a few. In addition, we also recommend that you undertake the BII Pre-Entry Awareness Training (PEAT) course as part of ensuring you are set up for success.

## 13. PREMISES AND PERSONAL LICENCES

We or Our nominee will throughout the term hold the Premises Licence for the premises. You or your nominated DPM must also hold a Personal Licence and be named as the Designated Premises Manager (DPM) for the Premises, unless We consent to some other person being the DPM. All variations to the Premises Licence will require Our consent and will be applied for by Our nominated solicitors. You shall provide such assistance to Us as We request (including, without limitation, allowing Us or Our agents to display the Premises Licence and any statutory notices upon the premises) and furthermore You shall not do, nor allow any third party to do, anything which would jeopardise the status or progress of such application.

## 14. GUARANTORS

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

## 15. LEGAL & OTHER PROFESSIONAL ADVICE

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

All Stonegate Pub Partners Lease have repairing obligations which are “put and keep” in nature. This means that although a Schedule of Condition may be provided during negotiations on the terms of the Lease as part of the Pubs Code, it is not part of or referred to in the Lease and therefore the premises’ condition at the commencement and during the Lease is effectively disregarded and you are wholly responsible to comply with the repairing obligations under the Lease notwithstanding any defect or record of condition. It is therefore important that You understand the condition of the premises at the outset and the obligations that You are entering into.

In all cases we recommend that You commission your own independent building survey and take specialist advice before entering into a Lease which contains repairing obligations. To assist you in obtaining the relevant professional advice we will provide complimentary membership to the British Institute of Innkeeping (BII) once you have progressed your application. The BII is a rich source of independent information for all prospective publicans on all aspects of running a tied pub. You will receive contact from a BII representative inviting you to take up this membership to assist you in the application process including signposting you to accredited professional advisors.

This Summary of Terms is provided for guidance only and are Subject to Contract and the Agreement to Lease/ Missives.

Version 1 – July 2025



# Appendices

## Appendix 1e

### Publican Partnership Incentive Lease (Tied) Summary of Terms (10 Year Term)

#### 1. THE LEASE

**Term** The term will be for 10 years.

**Incentive Payment** In order to recognise and reward strong sales performance this lease includes the opportunity to obtain an incentive payment at year 10 based on sales growth. Assuming that you meet an agreed barrelage target specified in the Lease (and are in compliance with all material terms of the Lease) then within 28 days from the tenth anniversary of the Lease we will make an incentive payment to you which will be comprised of a set cash sum (agreed at the outset of the Lease) which will be added to a further sum which will be calculated by reference to the number of barrels which you have purchased from us during the term of Lease multiplied by £20.

**Costs**

Each party pays its own and other fees.

**Cooling Off Period** Unless this lease amounts to a renewal or surrender and re-grant of an existing lease that You already hold at the Property You will have the option of withdrawing from the Lease without penalty on serving 6 months written notice within the first 6 months of your occupation under the terms of the Lease or any preceding Agreement for Lease.

#### 2. AGREEMENT FOR LEASE

The Lease may be preceded by an Agreement for Lease when Lease Support Works are to be undertaken or where head landlord's consent is required. You will be able to occupy the pub on all the terms of the Lease as soon as You enter into the Agreement for Lease and then we will be bound to grant, and You will be bound to take, (subject to the terms of the Agreement for Lease) the new Lease when head- consent is obtained or when the works are completed. The commencement date of the Lease will be the Commencement Date of the Agreement for Lease.

#### 3. THE RENT

**Rent** Rent will be agreed by negotiation, having regard to the potential profitability of the business and taking into account all of the terms of the Lease save for the Incentive Payment which has no bearing on the rental assessment.

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

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

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

**Deposit** A cash deposit equivalent to 3 months rent is required on commencement of the Lease. Interest is payable on the deposit.

Further monies may be required in order to obtain credit on trading terms.

**Open Market Rent Review** An open market rent review is scheduled to be conducted on or around the fifth anniversary of the Term and so long as the Lease remains tied then the rent can be adjusted upwards or downwards. However, as an alternative to an open market rent review you will have the option, subject to time conditions being met, to settle the review by completing a memorandum of rent review on the basis of Annual Indexation. We are able to call for an upwards only open market rent review in the event that the agreed trading tie ceases in its entirety.

**Annual Indexation** Except on the fifth anniversary when there is an open market review, so long as the Lease is tied the rent is adjusted upwards or downwards at or around each anniversary of the start date in line with the Consumer Price Index

House (CPIH). If the agreed trading tie ceases in its entirety then indexation adjustments are upwards only.

**Exclusions** The value of your approved voluntary improvements to the building, your exceptional goodwill and also the benefit of the incentive payments are excluded from any rent reviews.

#### 4. PERMITTED USE

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

#### 5. INSURANCE

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

**Tenants** You will be required to arrange cover for the contents including trade inventory, stock, all fixed glass, the premises licence and employer's liability. You must also insure against third party and public liability, loss caused by interruption to the business and any loss of money.

#### 6. TERMS OF TRADING

**Trading Tie** The extent of the trading tie is a matter for negotiation at the start of the Lease. A "full wet tie" would require You to purchase from us all beers, including cask conditioned and low alcohol or

no alcohol ales, all lagers, all ciders, all flavoured alcoholic beverages, all wines, all spirits and all minerals whether in draught or packaged forms.

You can, however, choose to be free of tie on some or all of the following categories: one guest cask conditioned beer sourced from a SIBA brewer and dispensed from one hand pump, flavoured alcoholic beverages, wines, spirits or minerals in exchange for payment of an annual Tie Release fee for each category released.

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

**Price List** The price list and any discount structure agreed at the outset will continue throughout the term subject to our entitlement to update prices and any applicable off invoice discounts and qualifying products from time to time.

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

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

**Beer Dispense Equipment** Dispense equipment is provided by the nominated suppliers and is maintained and owned by them. Cellar cooling equipment is your responsibility and so long as the Lease is tied You may opt to join our group servicing scheme to cover this.

**Flow Monitoring Equipment** You must allow us or if relevant our agents, access to the Premises to install and inspect and maintain Flow Monitoring Equipment and to use your electricity supply at your cost to operate the equipment.

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

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

**Communication** You must communicate with Us by email or

such other method of electronic communication as We elect and notify to You (which may include, without limitation, an electronic communication platform).

## 7. FIXTURES AND FITTINGS

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

**Landlord** Landlord's fixtures and fittings remain in our ownership throughout the Term. You must repair, maintain and replace all fixtures & fittings during the Term.

## 8. REPAIRS

You are responsible for the maintenance and repair of the entirety of the property on a full repair basis.

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

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

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

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

**Service Charges** We will deal with compliance testing (but not remedial works) for health & safety, lifting equipment and gas & electrical safety in exchange for a service charge paid to us weekly in addition to Your rent. If You opt to join our group servicing scheme for the maintenance of the heating system and/or cellar cooling equipment You will pay a maintenance service charge weekly in addition to Your rent. Current rates for service

charges can be found in Our Guide to Agreements. Charges may be subject to review at any time, based on the actual cost to Us of providing these services.

**Accounts and Stocktaking** All lessees are required to ensure that they instruct appropriate third-party accounting and stocktaking services from properly qualified suppliers. Upon request, you will be obliged to provide to us copies of any documentation that they prepare for you as a result of them carrying out these services in respect of the business. The cost of these services will be payable by you direct to the service provider.

## 9. VARIATIONS CONSEQUENT ON RELEASE OF TERMS OF TRADING

If the terms of trading become wholly or partially unenforceable then we may conduct an open market review of the Rent and it will be conducted on an upwards only basis.

## 10. ASSIGNMENT

The Lease may be assigned after the end of the first two years.

You must obtain our consent to any assignment and we will have the right to act as a substitute purchaser of the Lease if we so require at that time. Any assignee must satisfy us that they are fit and proper and have adequate experience to run the business. They will be required to produce a business plan together with proof of funding and pay a rent deposit. They will be required to attend an appropriate training course and to take appropriate professional advice. Subject to being satisfied in these respects and subject to us not wishing to purchase the Lease ourselves, we will not unreasonably withhold consent.

**Future Liability** You will be required to enter into an authorised guarantee agreement on assignment to guarantee the obligations of your assignee under the Lease.

**Mortgages** You may charge the Lease to a reputable bank with our consent but You may not charge the trade inventory.

## 11. TRAINING

We ask that you attend our 2 day induction which will help you ensure you are set up for success. The workshop is designed to support you and your new pub by providing the skills and knowledge for a long term, profitable business. During the workshop you will be introduced to best practices in marketing, social media, recruitment and cellar

management to name a few. In addition, we also recommend that you undertake the BII Pre-Entry Awareness Training (PEAT) course as part of ensuring you are set up for success.

## 12. PREMISES AND PERSONAL LICENCES

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

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

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

## 13. GUARANTORS

We will ask corporate tenants to provide personal guarantees from two of its directors.

## 14. LEGAL & OTHER PROFESSIONAL ADVICE

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

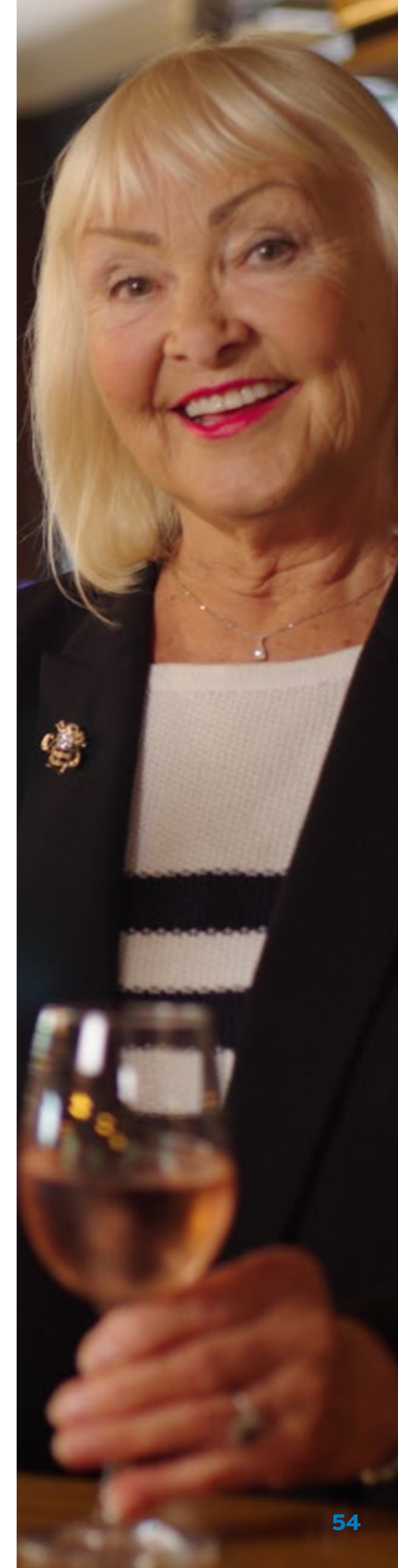
All Stonegate Pub Partners Leases have repairing obligations which are "put and keep" in nature. This means that the property's condition at the commencement of the Lease is effectively disregarded when applying the repairing obligations. It is therefore important that You understand the condition of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

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

To assist you in obtaining the relevant professional advice, we will provide complimentary membership to the British Institute of Innkeeping (BII) once you have progressed your application. The BII is a rich source of independent information for prospective publicans on all aspects of running a tied pub. You will receive contact from a BII representative inviting you to take up this membership to assist you in the application process including signposting you to accredited professional advisors

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

Version 7 Dec 2024



# Appendices

## Appendix 1f

### Publican Partnership Investment Lease (Tied) Summary of Terms (10 Year Term)

#### 1. THE LEASE

**Term** The term will be for 10 years.

**Costs** Each party pays its own and other fees.

#### 2. AGREEMENT FOR LEASE & INVESTMENT DEED

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

The Lease will be accompanied by an investment deed where support works are to be undertaken to the Property by us, in consultation with yourself. This investment by us will mean that a market rent only option will not be available to you at the point of your 5<sup>th</sup> year open market review of the Rent.

#### 3. THE RENT

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

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

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

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

**Deposit** A cash deposit equivalent to 3 months' rent is required on

commencement of the Lease. Interest is payable on the deposit.

Further monies may be required in order to obtain credit on trading terms.

**Open Market Rent Review** An open market rent review will be conducted on or around the fifth anniversary of the Term and so long as the Lease remains tied then the rent can be adjusted upwards or downwards. We are able to call for an upwards only open market rent review in the event that the agreed trading tie ceases in its entirety.

**Annual Indexation** Except on the fifth anniversary when there is an open market review so long as the Lease is tied the rent is adjusted upwards or downwards at or around each anniversary of the start date in line with the Consumer Price Index House (CPIH). If the agreed trading tie ceases in its entirety then indexation adjustments are upwards only.

**Exclusions** The value of your approved voluntary improvements to the building and your exceptional goodwill are excluded from any rent reviews but for the avoidance of doubt the value of any investment works that we undertake will not be disregarded on an open market rent review.

#### 4. PERMITTED USE

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

#### 5. INSURANCE

**Landlord** We will arrange insurance for the building and for two years loss

of rent and recharges. Our insurance costs will be recharged to You weekly in advance together with VAT.

**Tenants** You will be required to arrange cover for the contents including trade inventory, stock, all fixed glass, the premises licence and employer's liability. You must also insure against third party and public liability, loss caused by interruption to the business and any loss of money.

#### 6. TERMS OF TRADING

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

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

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

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

**Annual Release Fees** If any aspect of the "full wet tie" is released, this

arrangement will continue for the duration of the Lease subject to the payment of Annual Release Fees. These fees will be fixed at an agreed amount, subject to annual indexation in line with the Consumer Price Index House (CPIH) and payable weekly alongside your rent.

**Beer Dispense Equipment** Dispense equipment is provided by the nominated suppliers and is maintained and owned by them. Cellar cooling equipment is your responsibility and so long as the Lease is tied You may opt to join our group servicing scheme to cover this.

**Flow Monitoring Equipment** You must allow us or if relevant our agents, access to the Premises to install and inspect and maintain Flow Monitoring Equipment and to use your electricity supply at your cost to operate the equipment.

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

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

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

#### 7. FIXTURES AND FITTINGS

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

**Landlord** Landlord's fixtures and fittings remain in our ownership throughout the Term. You must repair, maintain and replace all fixtures & fittings during the Term.

#### 8. REPAIRS

You are responsible for the maintenance and repair of the entirety of the property on a full repair basis.

**Redecoration** You must redecorate the interior and exterior of the property in an agreed initial decoration year and thereafter as often as is required or

at least every 3 years and in the last 6 months of the term if we reasonably require.

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

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

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

**Service Charges** We will deal with compliance testing (but not remedial works) for health & safety, lifting equipment and gas & electrical safety in exchange for a service charge paid to us weekly in addition to Your rent. If You opt to join our group servicing scheme for the maintenance of the heating system and/or cellar cooling equipment You will pay a maintenance service charge weekly in addition to Your rent. Current rates for service charges can be found in Our Guide to Agreements. Charges may be subject to review at any time, based on the actual cost to Us of providing these services.

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

#### 9. VARIATIONS CONSEQUENT ON RELEASE OF TERMS OF TRADING

If the terms of trading become wholly or partially unenforceable then we may conduct an open market review of the Rent and it will be conducted on an upwards only basis.

#### 10. ASSIGNMENT

The Lease may be assigned after the end of the first two years.

You must obtain our consent to any assignment and we will have the right to act as a substitute purchaser of the

Lease if we so require at that time. Any assignee must satisfy us that they are fit and proper and have adequate experience to run the business. They will be required to produce a business plan together with proof of funding and pay a rent deposit. They will be required to attend an appropriate training course and to take appropriate professional advice. Subject to being satisfied in these respects and subject to us not wishing to purchase the Lease ourselves, we will not unreasonably withhold consent.

**Future Liability** You will be required to enter into an authorised guarantee agreement on assignment to guarantee the obligations of your assignee under the Lease.

**Mortgages** You may charge the Lease to a reputable bank with our consent but You may not charge the trade inventory.

#### 11. TRAINING

We ask that you attend our 2 day induction which will help you ensure you are set up for success. The workshop is designed to support you and your new pub by providing the skills and knowledge for a long term, profitable business. During the workshop you will be introduced to best practices in marketing, social media, recruitment and cellar management to name a few. In addition, we also recommend that you undertake the BII Pre-Entry Awareness Training (PEAT) course as part of ensuring you are set up for success

#### 12. PREMISES AND PERSONAL LICENCES

Unless we request otherwise You must obtain by transfer or otherwise and hold throughout the Term a Premises Licence for the premises. You must also hold a Personal Licence and be named as the Designated Premises Manager (DPM) for the Premises, unless we consent to some other person being the DPM. If We (act entirely at Our discretion) elect to apply for a 'shadow' Premises Licence for the Property (such application to be made entirely at Our cost) You shall provide such assistance to Us as We request (including, without limitation, allowing Us or our agents to display any statutory notices upon the Property) and furthermore You shall not do, nor allow any third party to do, anything which would jeopardise the status or progress of such application.



**Guarantors** We will ask corporate tenants to provide personal guarantees from two of its directors.

### 13. LEGAL & OTHER PROFESSIONAL ADVICE

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

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

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

To assist you in obtaining the relevant professional advice, we will provide complimentary membership to the British Institute of Innkeeping (BII) once you have progressed your application. The BII is a rich source of independent information for prospective publicans on all aspects of running a tied pub. You will receive contact from a BII representative inviting you to take up this membership to assist you in the application process including signposting you to accredited professional advisors

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

Subject to Contract and formal Tenancy agreement.

Version 7- Dec 2024

# Appendices

## Appendix 1g

### Beacon Retail Partnership Tenancy (Tied) Summary of Terms (5 Year Term)

#### 1. THE TENANCY

**Term** The term will be for 5 years.

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

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

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

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

#### 2. AGREEMENT FOR TENANCY

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

#### 3. THE RENT

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

**Payment** Rent, including VAT, is paid weekly in advance by Direct Debit or

such other means as We may specify. We reserve the right to make administration charges if payments are not made by Direct Debit.

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

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

**Deposit** A cash deposit equivalent to 3 months’ rent is required on commencement of the Tenancy. Interest is payable on the Index House (CPIH).

**Rent Reviews** There are no open market rent reviews.

#### 4. PERMITTED USE

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

#### 5. INSURANCE

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

**Tenants** You will be required to arrange insurance cover for the contents including trade inventory, stock, all fixed glass, the premises licence and employer’s liability. You must also insure against third party and public liability, loss caused by interruption to the business and any loss of money. We may offer this service to You in such instances the cost

will be charged to You weekly in advance together with VAT. The current rate can be found in Our Guide to Agreements, typically this is reviewed annually on 1<sup>st</sup> October

#### 6. TERMS OF TRADING

**Trading Tie** A “full wet tie” which requires You to purchase from Us all beers, including cask conditioned and low alcohol or no alcohol ales, all lagers, all ciders, all flavoured alcoholic beverages, all wines, all spirits and all minerals whether in draught or packaged forms.

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

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

**Gaming and Amusements Machine Tie** There is a prohibition against bringing gaming and amusement machines on to the Premises. We may consent to the installation of such equipment and if so the terms of any consent will be dealt with in a machine consent letter

**Beer Dispense Equipment** Dispense equipment is provided by the nominated suppliers and is maintained and owned by them. Cellar cooling equipment is Your responsibility and You must join Our group servicing scheme to cover this.

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

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

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

**Communication** You must communicate with Us by email or such other method

of electronic communication as We elect and notify to You (which may include, without limitation, an electronic communication platform).

## 7. FIXTURES AND FITTINGS

**Tenant** You must purchase (or if not You must rent from us on terms to be agreed) the loose trade inventory at valuation and You must repair and replace these items as necessary during the term. If You own the trade inventory We may purchase it at valuation during or at the end of the Term and offset the value against any money You may owe. You may not sell or charge the inventory to any third party. The trade inventory will include all electronic point of sale equipment.

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

## 8. REPAIRS

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

**Interior and Non-Structural** You will be responsible for the repair and maintenance of the interior and repair and maintenance, but not replacement, of Our Fixtures and Fittings.

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

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

Retail Standards Support and Obligations (RSSO)

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

### They include:

- Safety management solution scheme
- Cellar cooling equipment maintenance scheme
- Boiler maintenance scheme
- Electronic point of sale equipment maintenance and connectivity scheme
- Marketing support scheme

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

### Accounts and Stocktaking

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

## 9. ASSIGNMENT

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

## 10. TRAINING

We ask that you attend our 2 day induction which will help you ensure you are set up for success. The workshop is designed to support you and your new pub by providing the skills and knowledge for a long term, profitable business. During the workshop you will be introduced to best practices in marketing, social media, recruitment and cellar management to name a few. In addition, we also recommend that you undertake the BII Pre-Entry Awareness Training (PEAT) course as part of ensuring you are set up for success.

## 11. PREMISES AND PERSONAL LICENCES

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

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

If We (acting entirely at Our discretion) elect to apply for a 'shadow' Premises Licence for the Property (such application to be made entirely at Our cost) You shall provide such assistance to Us as We request (including, without limitation, allowing Us or our agents to

display any statutory notices upon the Property) and furthermore You shall not do, nor allow any third party to do, anything which would jeopardise the status or progress of such application.

## GUARANTORS

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

## LEGAL & OTHER PROFESSIONAL ADVICE

You must receive independent professional advice in advance of preparing Your business plan. Before entering into a Tenancy

You should receive further independent professional advice about all its terms. Before completion You would need to demonstrate You have taken further independent professional advice or confirm in writing Your decision not to do so despite Our recommendation.

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

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

To assist you in obtaining the relevant professional advice we will provide complimentary membership to the British Institute of Innkeeping (BII) once you have progressed your application. The BII is a rich source of independent information for all prospective publicans on all aspects of running a tied pub. You will receive contact from a BII representative inviting you to take up this membership to assist you in the application process including signposting you to accredited professional advisors

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

Beacon 5 Year RPT HOTs  
Version 4- Dec 2024



# Appendix 2

## Cask Ale Sediment Allowances June 2024

When purchasing cask beer, please note that all brewers have different sediment allowances (CAS) which have been factored into the Stonegate Group Pub Partners prices. The table below details the relevant sediment allowances, saleable litres and the equivalent number of saleable pints for all cask products currently available from Stonegate Group Pub Partners as a guide to assist with RSP and GP calculations.

No.	Long Description	Main Group Name	Gallons	Litres	CAS (Litres)	Saleable Litres	Saleable Pints
TTCA076	ADNAMS BROADSIDE 9 CASK 4.7%	Cask Ale	9	40.91	2.31	38.6	67.93
TTCA052	ADNAMS GHOST SHIP 9 CASK 4.5%	Cask Ale	9	40.91	2.31	38.6	67.93
TTCA097	ADNAMS LIGHTHOUSE PALE ALE 9 CASK 3.4%	Cask Ale	9	40.91	2.3	38.61	69.61
TTCA075	ADNAMS SOUTHWOLD BEST BITTER 9 CASK 3.7%	Cask Ale	9	40.91	2.31	38.6	67.93
TTCA125	ASAHI GRAND SLAM 9 CASK 3.4%	Cask Ale	9	40.91	1.54	39.37	69.61
TTCA046	BATH GEM 9 CASK 4.1%	Cask Ale	9	40.91	1.7	39.21	69
TTCA032	BLACK SHEEP BEST BITTER 9 CASK 3.8%	Cask Ale	9	40.91	0.8	40.11	67.5
TTCA039	BLACK SHEEP BLONDE ALE 9 CASK 3.7%	Cask Ale	9	40.91	2.55	38.36	69.61
TTCA021	BLACK SHEEP RESPIRE 9 CASK 4%	Cask Ale	9	40.91	0.8	40.11	68.44
TTCA116	BRADFIELD FARMERS BELGIAN BLUE 9 CASK 4.9%	Cask Ale	9	40.91	1.9	39.01	69.61
TTCA058	BRADFIELDS FARMERS BLONDE 9 CASK 4%	Cask Ale	9	40.91	1.9	39.01	68.65
TTCA029	BRAINS SA 9 CASK 4.2%	Cask Ale	9	40.91	0.33	40.58	71.36
TTCA134	BREW YORK KERAS 9 CASK 3.5%	Cask Ale	9	40.91	2.1	38.81	69.61
TTCA087	BUTCOMBE GOLD 9 CASK 4.4%	Cask Ale	9	40.91	1.1	39.81	69.49
TTCA034	BUTCOMBE ORIGINAL 9 CASK 4%	Cask Ale	9	40.91	0.99	39.92	69.49
TTCA055	BUTCOMBE RARE BREED 9 CASK 3.8%	Cask Ale	9	40.91	1.41	39.5	69.49
TTCA022	CALEDONIAN DEUCHARS IPA 9 CASK 3.8%	Cask Ale	9	40.91	1	39.91	140.4
TTCA122	CARLSBERG HOBGOBLIN GOLD 9 CASK 4.2%	Cask Ale	9	40.91	2.019	38.891	69.61
TTCA121	CARLSBERG HOBGOBLIN IPA 9 CASK 4.5%	Cask Ale	9	40.91	2.171	38.739	69.61
TTCA118	CARLSBERG HOBGOBLIN RUBY 9 CASK 4.5%	Cask Ale	9	40.91	2.375	38.535	68.44
TTCA083	COURAGE BEST 9 CASK 4%	Cask Ale	9	40.91	0.5	40.41	68.72
TTCA084	COURAGE DIRECTORS 9 CASK 4.8%	Cask Ale	9	40.91	0.5	40.41	68.72
TTCA056	DARTMOOR JAIL 9 CASK 4.8%	Cask Ale	9	40.91	0.5659	40.3441	68.47
TTCA051	DRAUGHT BASS 10 CASK 4.4%	Cask Ale	10	45.46	1.455	44.005	77.02
TTCA045	EXMOOR ALE 9 CASK 3.8%	Cask Ale	9	40.91	1.23	39.68	69.83
TTCA014	EXMOOR EXILE WICKED WOLF 9 CASK 4.2%	Cask Ale	9	40.91	1.23	39.68	69.26
TTCA072	EXMOOR GOLD 9 CASK 4.5%	Cask Ale	9	40.91	1.23	39.68	69.83
TTCA062	FLACK MANOR DOUBLE DROP 9 CASK 3.7%	Cask Ale	9	40.91	1.91	39	68.63
TTCA106	FULLERS DARK STAR HOPHEAD 9 CASK 3.4%	Cask Ale	9	40.91	1.7	39.21	69.61
TTCA077	FULLERS LONDON PRIDE 9 CASK 4.1%	Cask Ale	9	40.91	1.789	39.121	68.84
TTCA074	GALES HSB 9 CASK 4.8%	Cask Ale	9	40.91	1.789	39.121	68.84
TTCA089	GALES SEAFARERS FULLERS 9 CASK 3.6%	Cask Ale	9	40.91	1.789	39.121	68.84
TTCA036	GREENE KING ABBOT ALE 4.5 CASK 5%	Cask Ale	4.5	20.45	1.961	18.489	68.44
TTCA002	GREENE KING ABBOT ALE 9 CASK 5%	Cask Ale	9	40.91	2.721	38.189	67.45
TTCA129	GREENE KING ALPHA STOUT 4.5 CASK 4.2%	Cask Ale	4.5	20.45	1.961	18.489	68.44
TTCA128	GREENE KING ALPHA STOUT 9 CASK 4.2%	Cask Ale	9	40.91	2.578	38.332	69.61
TTCA037	GREENE KING DEUCHARS IPA 4.5 CASK 3.8%	Cask Ale	4.5	20.45	1.961	18.489	68.44
TTCA041	GREENE KING IPA 4.5 CASK 3.4%	Cask Ale	4.5	20.45	1.961	18.489	68.44
TTCA040	GREENE KING IPA 9 CASK 3.4%	Cask Ale	9	40.91	2.578	38.332	67.45
TTCA038	GREENE KING OLD GOLDEN HEN 4.5 CASK 4.1%	Cask Ale	4.5	20.45	1.961	18.489	68.44
TTCA091	GREENE KING OLD SPECKLED HEN 4.5 CASK 4.5%	Cask Ale	4.5	20.45	1.961	18.489	68.44
TTCA082	GREENE KING OLD SPECKLED HEN 9 CASK 4.5%	Cask Ale	9	40.91	3.33	37.58	67.45
TTCA109	HARVEYS OLD ALE 9 CASK 4.3%	Cask Ale	9	40.91	1.14	39.77	69.61
TTCA031	HARVEYS SUSSEX 18 CASK 4%	Cask Ale	18	81.83	2.3	79.53	139.99
TTCA026	HARVEYS SUSSEX 9 CASK 4%	Cask Ale	9	40.91	1.15	39.76	69.99
TTCA123	HOGS BACK ENGLANDS GLORY 9 CASK 4.4%	Cask Ale	9	40.91	1.9	39.01	69.61
TTCA105	HOGS BACK SURREY NIRVANA 9 CASK 4%	Cask Ale	9	40.91	2	38.91	69.61
TTCA079	HOGS BACK TEA 9 CASK 4.2%	Cask Ale	9	40.91	1.9	39.01	68.3
TTCA079	HOGS BACK TEA 9 CASK 4.2%	Cask Ale	9	40.91	1.9	39.01	69.61
TTCA005	JW LEES 9 CASK 4%	Cask Ale	9	40.91	1.704	39.206	68.98
TTCA107	JW LEES DRAGONS FIRE 9 CASK 4%	Cask Ale	9	40.91	1.71	39.2	69.61
TTCA108	JW LEES PLUM PUDDING 9 CASK 4.8%	Cask Ale	9	40.91	1.71	39.2	69.61
TTCA063	MARSTON'S 61 DEEP PALE ALE 9 CASK 3.8%	Cask Ale	9	40.91	1.61	39.3	68.28

No.	Long Description	Main Group Name	Gallons	Litres	CAS (Litres)	Saleable Litres	Saleable Pints
TTCA079	HOGS BACK TEA 9 CASK 4.2%	Cask Ale	9	40.91	1.9	39.01	69.61
TTCA005	JW LEES 9 CASK 4%	Cask Ale	9	40.91	1.704	39.206	68.98
TTCA107	JW LEES DRAGONS FIRE 9 CASK 4%	Cask Ale	9	40.91	1.71	39.2	69.61
TTCA108	JW LEES PLUM PUDDING 9 CASK 4.8%	Cask Ale	9	40.91	1.71	39.2	69.61
TTCA063	MARSTON'S 61 DEEP PALE ALE 9 CASK 3.8%	Cask Ale	9	40.91	1.61	39.3	68.28
TTCA019	MARSTONS HOBGOBLIN IPA 9 CASK 4.5%	Cask Ale	9	40.91	2.171	38.739	68.44
TTCA001	MARSTON'S PEDIGREE 9 CASK 4.5%	Cask Ale	9	40.91	2.17	38.74	67.81
TTCA070	MARSTON'S WYCHWOOD HOBGOBLIN 9 CASK 4.5%	Cask Ale	9	40.91	2.17	38.74	67.81
TTCA013	MOORHOUSE'S BLONDE WITCH 9 CASK 4.4%	Cask Ale	9	40.91	1.19	39.72	69
TTCA064	MOORHOUSES WHITE WITCH 9 CASK 3.9%	Cask Ale	9	40.91	2.9	38.01	69.9
TTCA006	OAKHAM CITRA 9 CASK 4.2%	Cask Ale	9	40.91	1.99	38.92	69.35
TTCA023	OAKHAM JEFFERY HUDSON BITTER 9 CASK 3.8%	Cask Ale	9	40.91	1.99	38.92	68.45
TTCA126	OSSETT RAT IN THE HAT 9 CASK 3.8%	Cask Ale	9	40.91	1.7	39.21	69.61
TTCA010	OSSETT WHITE RAT 9 CASK 4%	Cask Ale	9	40.91	1.7	39.21	69
TTCA068	OSSETT YORKSHIRE BLONDE 9 CASK 3.9%	Cask Ale	9	40.91	1.7	39.21	69
TTCA042	OTTER ALE 9 CASK 4.5%	Cask Ale	9	40.91	1.41	39.5	69.53
TTCA057	OTTER AMBER ALE 9 CASK 4%	Cask Ale	9	40.91	1.4	39.51	69.53
TTCA043	OTTER BITTER 9 CASK 3.6%	Cask Ale	9	40.91	1.41	39.5	69.53
TTCA011	PURITY MAD GOOSE 4.5 CASK 4.2%	Cask Ale	4.5	20.45	0.95	19.5	69.9
TTCA059	PURITY MAD GOOSE 9 CASK 4.2%	Cask Ale	9	40.91	1.46	39.45	68.65
TTCA060	PURITY PURE GOLD 9 CASK 3.8%	Cask Ale	9	40.91	1.32	39.59	68.65
TTCA061	PURITY PURE UBU 9 CASK 4.5%	Cask Ale	9	40.91	1.56	39.35	68.65
TTCA012	PURITY UBU 4.5 CASK 4.5%	Cask Ale	4.5	20.45	1.9	18.55	67.45
TTCA131	REBELLION FINEST HOUR 9 CASK 3.4%	Cask Ale	9	40.91	1.136	39.774	69.61
TTCA033	RINGWOOD 49ER 9 CASK 4.9%	Cask Ale	9	40.91	1.59	39.32	69.26
TTCA025	RINGWOOD RAZORBACK BEST 9 CASK 3.8%	Cask Ale	9	40.91	1.59	39.32	69.26
TTCA085	ROBINSONS DIZZY BLONDE 9 CASK 3.8%	Cask Ale	9	40.91	0.86	40.05	70.39
TTCA007	ROBINSONS TROOPER 9 CASK 4.7%	Cask Ale	9	40.91	1	39.91	70.39
TTCA048	ROOSTER'S YANKEE PALE ALE 9 CASK 4.3%	Cask Ale	9	40.91	1.425	39.485	69.51
TTCA053	SAMBROOK'S WANDLE ALE 9 CASK 3.8%	Cask Ale	9	40.91	1.43	39.48	69.49
TTCA049	SHARPS ATLANTIC IPA 9 CASK 4.2%	Cask Ale	9	40.91	1.5	39.41	69.32
TTCA090	SHARP'S DOOM BAR 9 CASK 4%	Cask Ale	9	40.91	1.5	39.41	69.32
TTCA009	SHARPS SEA FURY 9 CASK 5%	Cask Ale	9	40.91	1.5	39.41	69.88
TTCA035	SHARPS SOLAR WAVE HAZY IPA 9 CASK 4.6%	Cask Ale	9	40.91	1.52	39.39	69.61
TTCA135	SHARPS TWIN COAST 9 CASK 3.9%	Cask Ale	9	40.91	1.36	39.55	69.61
TTCA086	ST AUSTELL PROPER JOB 9 CASK 4.5%	Cask Ale	9	40.91	0.85	40.06	69
TTCA078	ST AUSTELL TRIBUTE 9 CASK 4.2%	Cask Ale	9	40.91	0.85	40.06	69
TTCA008	T TAYLOR KNOWLE SPRING BLNDE 9 CASK 4.2%	Cask Ale	9	40.91	1.14	39.77	70.04
TTCA003	TETLEY BITTER 9 CASK 3.4%	Cask Ale	9	40.91	1.53	39.38	69.3
TTCA071	THE REVEREND JAMES 9 CASK 4.5%	Cask Ale	9	40.91	0.33	40.58	71.36
TTCA016	THEAKSTON BEST 9 CASK 3.8%	Cask Ale	9	40.91	0.9	40.01	68.39
TTCA018	THEAKSTON LIGHTFOOT 9 CASK 4.1%	Cask Ale	9	40.91	0.9	40.01	68.39
TTCA017	THEAKSTON OLD PECULIAR 9 CASK 5.6%	Cask Ale	9	40.91	0.9	40.01	68.39
TTCA120	THEAKSTON QUENCHER 9 CASK 3.4%	Cask Ale	9	40.91	2.04	38.87	69.61
TTCA119	THEAKSTON XB 4.5 CASK 4.5%	Cask Ale	4.5	20.45	1.02	19.43	68.44
TTCA124	THEAKSTON YORKSHIRE HAKA 9 CASK 4.2%	Cask Ale	9	40.91	2.04	38.87	69.61
TTCA067	TIMOTHY TAYLOR BOLTMAKER 9 CASK 4%	Cask Ale	9	40.91	1.1365	39.7735	69.99
TTCA093	TIMOTHY TAYLORS GOLDEN BEST 9 CASK 3.4%	Cask Ale	9	40.91	1.136	39.774	69.99
TTCA093	TIMOTHY TAYLORS GOLDEN BEST 9 CASK 3.4%	Cask Ale	9	40.91	1.136	39.774	69.61
TTCA044	TIMOTHY TAYLOR'S LANDLORD 18 CASK 4.3%	Cask Ale	18	81.83	2.273	79.557	140.01
TTCA027	TIMOTHY TAYLOR'S LANDLORD 9 CASK 4.3%	Cask Ale	9	40.91	1.1365	39.7735	69.99
TTCA127	TINY REBEL NIGHT HAWK 9 CASK 4.1%	Cask Ale	9	40.91	0.1	40.81	69.61
TTCA132	TITANIC CHOCOLATE VANILLA STOUT 9 CASK 4.5%	Cask Ale	9	40.91	1.8	39.11	69.61
TTCA066	TWICKENHAM NAKED LADIES 9 CASK 4.4%	Cask Ale	9	40.91	1.73	39.18	68.94
TTCA015	WADSWORTH 6X 4.5 CASK 4.1%	Cask Ale	4.5	20.45	0.57	19.88	69.32
TTCA065	WADSWORTH 6X 9 CASK 4.1%	Cask Ale	9	40.91	1.137	39.773	69.99
TTCA092	WADSWORTH HORIZON 4.5 CASK 4%	Cask Ale	4.5	20.45	0.57	19.88	69.99
TTCA020	WAINWRIGHT AMBER 9 CASK 4%	Cask Ale	9	40.91	2.5	38.41	68.44
TTCA081	WAINWRIGHT GOLDEN ALE 9C 4.1%	Cask Ale	9	40.91	1.57	39.34	67.59
TTCA054	WELLS BOMBARDIER AMBER BEER 9 CASK 4.1%	Cask Ale	9	40.91	0.5	40.41	68.72
TTCA054	WELLS BOMBARDIER AMBER BEER 9 CASK 4.1%	Cask Ale	9	40.91	0.5	40.41	69.61
TTCA130	WILDE CHILD SHAMROCK 9 CASK 4.4%	Cask Ale	9	40.91	1	39.91	69.61
TTCA030	WOODFORDS WHERRY 9 CASK 3.8%	Cask Ale	9	40.91	1.99	38.92	69.61
TTCA069	WYCHWOOD HOBGOBLIN GOLD 9 CASK 4.2%	Cask Ale	9	40.91	1.61	39.3	68.44
TTCA047	WYE VALLEY HPA 9 CASK 4%	Cask Ale	9	40.91	1.91	39	68.63
TTCA004	YOUNGS LONDON ORIGINAL 9 CASK 3.7%	Cask Ale	9	40.91	0.5	40.41	71.32

# Repair Matrix

For a more detailed overview visit here: [www.stonegatepubpartners.co.uk/my-library/property](http://www.stonegatepubpartners.co.uk/my-library/property)

Category Tab Selection	Name	Tenancy at Will (TAW)		Short Term Tenancy (STT)		Retail Partnership Tenancies (RPT)		Fixed Term Tenancy (FTT) (match RPT)		FOT (FOT/MRO/ TURNOVER)		Legacy EIP Leases (10 year and 21 year)		Legacy RPL Leases (5 year/ 10 year)		Incentive Lease	
		Repair	Replace	Repair	Replace	Repair	Replace	Repair	Replace	Repair	Replace	Repair	Replace	Repair	Replace	Repair	Replace
Audio Visual	Aerials / Dishes	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Audio Visual	Broadband problems	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Audio Visual	Digital Music System	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Audio Visual	Electronic Gaming Machines	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Audio Visual	Loud Speakers	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Audio Visual	Music System	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Audio Visual	Projector	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Audio Visual	Sky problems	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Audio Visual	Sound System	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Audio Visual	TV	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Bar Equipment	Beer Dispense Equipment	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Bar Equipment	Bottle Cooler	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Bar Equipment	Glasswasher	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Bar Equipment	Ice Machine	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Bar Equipment	Telephone System	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Bar Equipment	Tills	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Bar Equipment	Wine Cooler	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Building Repairs - External	Airbricks	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Bollards	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Car Park Surface	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Chimney	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Building Repairs - External	Cladding	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Concrete Floors / Bases	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Damp	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Decoration	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Disability Ramps	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Doors	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Dry Rot / Wet Rot	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Foundations	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Building Repairs - External	Gutters / Fascias / Soffits	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Handrails	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Play Equipment	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Pointing	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Roller Shutters	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Roof - Flat	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Building Repairs - External	Roof - Pitched	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Building Repairs - External	Roof - Thatched	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Building Repairs - External	Roof Light	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Roof Light Glazing	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Roof Structure	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Rubbish Removal	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Building Repairs - External	Signage (Illuminated)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Building Repairs - External	Signage (non-illuminated)	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Smoking Shelter	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Stages	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Staircase	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Structural Wall	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Walls / Partitions / Plaster	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Window frames / cills	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - External	Window Glazing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Building Repairs - Internal	Bar Counter & Back Fittings	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Ceilings	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Chimney	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Cladding	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Clean & Clear	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Building Repairs - Internal	Damp	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Decoration	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Disability Ramps	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Doors	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Dry Rot / Wet Rot	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Building Repairs - Internal	Flooring Coverings (excluding Carpet)	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Foot rails	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Handrails	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	H&S Report Works	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Joists	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Live Fires / Backs / Hearths / Mantles	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Parquet Floors	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Play Equipment	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Roller Shutters	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Roof Structure	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Rubbish Removal	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Building Repairs - Internal	Sanitisation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Building Repairs - Internal	Signage (Illuminated)	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Signage (non-illuminated)	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Skirting, architraves and dado	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Stages	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Staircase	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Structural Wall	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Tiles wall and floor	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Timber Infestation	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Building Repairs - Internal	Walls / Partitions / Plaster	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Catering Kitchen	Bain Marie	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	BBQ	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Carvery Unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Chargrill	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Chip Scuttle	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Coffee Machines	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Combi Oven	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Combi Steamer	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Combi Steamer - Convotherm	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Combi Steamer - Rational	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Crockery	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Decarboniser	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Dishwasher	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Extraction System	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S
Catering Kitchen	Food Display Unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Food Processors & Blenders	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Freezer	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Freezer - undercounter	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Freezer - Walk In	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S
Catering Kitchen	Fridge	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Fridge - Seals	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Fridge - Undercounter	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Fridge - Walk In	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S
Catering Kitchen	Fridge Freezer (Combined)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Fryer	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Fryer (Double)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Gas Interlock	S	S	S	S	P	S	P	S	P	S	P	S	P	S	P	S
Catering Kitchen	Glass Crusher	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Grease Trap / Dosing Internal	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S
Catering Kitchen	Griddle	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Grill	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

Category Tab Selection	Name	Tenancy at Will (TAW)		Short Term Tenancy (STT)		Retail Partnership Tenancies (RPT)		Fixed Term Tenancy (FTT) (match RPT)		FOT (FOT/MRO/ TURNOVER)		Legacy EIP Leases (10 year and 21 year)		Legacy RPL Leases (5 year/ 10 year)		Incentive Lease	
		Repair	Replace	Repair	Replace	Repair	Replace	Repair	Replace	Repair	Replace	Repair	Replace	Repair	Replace	Repair	Replace
Catering Kitchen	Heat Lamps	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Catering Kitchen	Heated Gantry	P	P														



**26.09.25 Scotland**

**Stonegate Group**

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