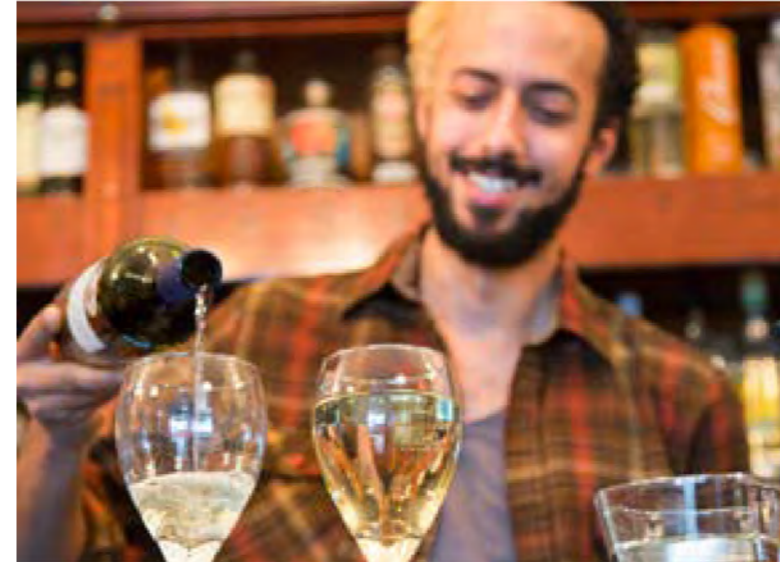


A guide to our agreements

Advice and support

Stonegate Group

PUB PARTNERS



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Advice and support

Training

We believe the provision of quality training is paramount to the success of our publicans' businesses and we have developed an extensive range of training courses designed to have maximum business benefit. All our courses are either accredited by the BII or developed by industry experts and are available to give publicans and their teams the tools, skills and confidence to run a successful business.

These include a range of free one day workshops and a variety of e-learning modules (costs may apply) all of which give publicans the flexibility in how they develop themselves and their team. We also require new applicants to complete the online accredited BII Pre Entry Awareness Training (PEAT) course (costs apply).

Information for applicants

As you consider pub business opportunities with Stonegate Pub Partners you will find useful contact numbers, information, forms and links to other websites. We strongly recommend you take independent professional business, legal, property and rental valuation advice and ensure you have read the Pubs Code.

You can find out more here:

www.stonegatepubpartners.co.uk/information-for-applicants

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. A template is available on the Stonegate Pub Partners website, but accountants can use their own version as long as the information provided is in line with our template.

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

Provision of dispensing equipment

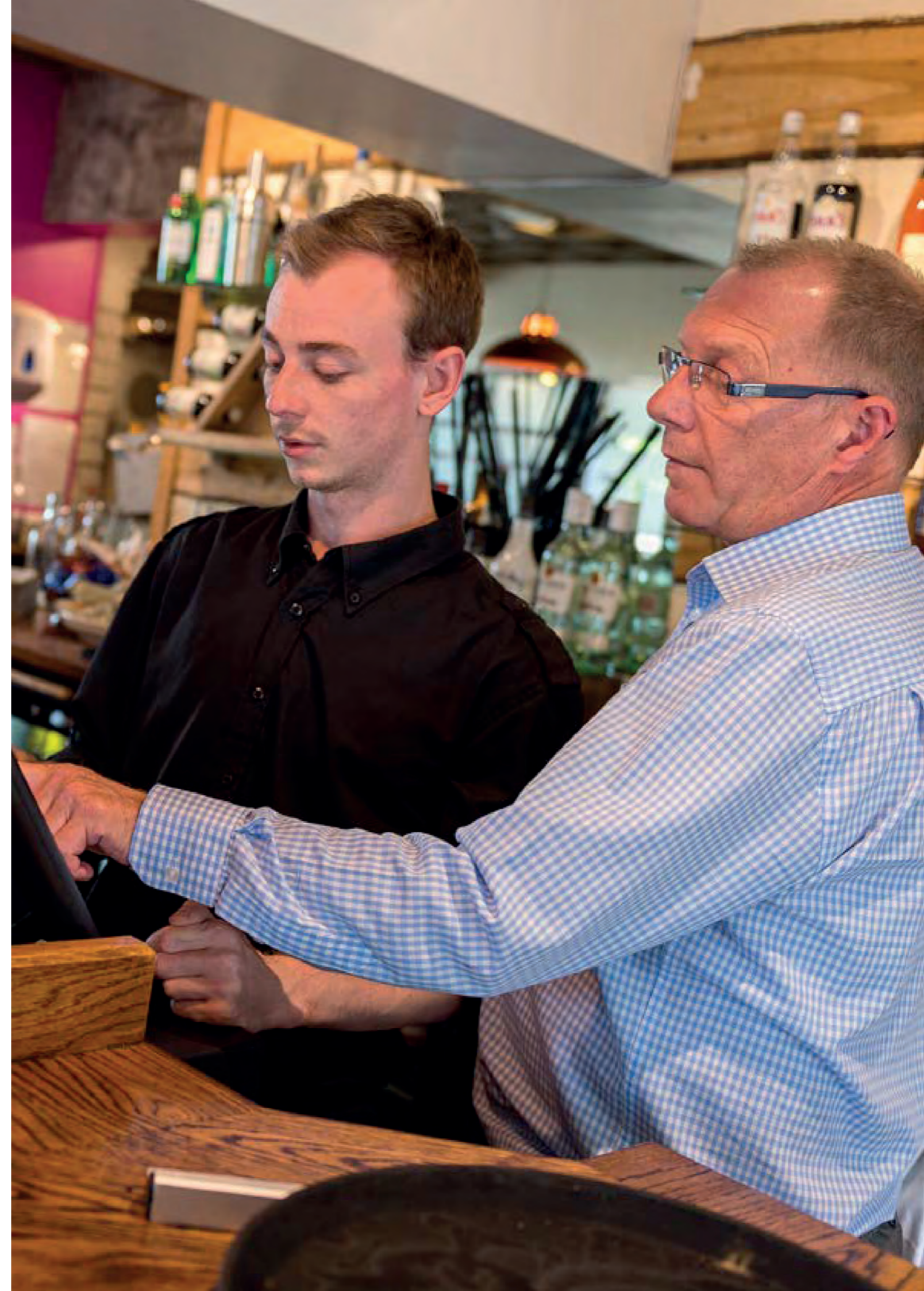
The correct dispense of beer is absolutely key to quality and therefore customer satisfaction. Our technical services guide will be shared with you and provides information relating to best practice for beer dispense, how to resolve common problems, health and safety requirements in the cellar, and other useful information.

TUPE

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 can find out more here:

www.stonegatepubpartners.co.uk/Documents/guide-to-tupe-regulations.pdf





Dealing with requests for assistance

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 manner in which 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. In order that we may fully assess your situation, you will be expected to provide detailed

information and disclosure (e.g. VAT returns, stocktaking reports, annual and monthly accounts, your current and previous business plans, including competitor analysis and your current price list) from which we will aim to devise an appropriate action plan as quickly as possible. We will confirm to you, in writing, the detailed information that we require.

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. Such adjustment may be applied temporarily, or at our discretion, until the next cyclical rent review, or the expiry of the lease, whichever is sooner. This may be achieved by deed of variation or by way of an entirely new agreement.

Business management

Your Regional Manager is your key contact with us throughout our business relationship together and whose principal task is to work with you throughout the life of your agreement to help you develop the long term sustainability and profitability of your pub. They will organise business development meetings with you which are designed to assist you as you seek to fulfil your pub's potential and arranged at an appropriate frequency, which will naturally vary according to your business circumstances and requirements. We have provided your Regional Manager with extensive training to ensure that they possess the necessary knowledge and skills to carry out their responsibilities and to support you effectively.

Should a tied publican ask for MRO, support will be provided by the Business Development Manager (BDM) who will deal with Free-of-Tie and the tied rent negotiations. The Valuation Manager (VM) is a professional member of the RICS and will approve every rental valuation. The VMs may also deal with complex rent review or lease renewal negotiations based on case law. Both the BDM and the VM are part of the Business Development team which will assist in the transfer of assets between our various operating models to ensure that the asset is optimised.

We take the continuous professional development (CPD) of our Business Development Managers seriously. The term Business Development Manager within the Pubs Code refers to the following roles;

- Regional Manager
- Valuation Manager
- Head of Property
- Head of Development
- Project Manager
- Property Manager
- Property Surveyor

To find out more about the CPD for each of the roles listed above visit:

<https://firebasestorage.googleapis.com/v0/b/twentyfoursocial.appspot.com/o/organisations%2F81B1WvZmHjylkVUmorF4%2Fassets%2Fd318ac56-3c59-4e06-b7f2-36b66422a3b1.pdf?alt=media&token=6b65173a-fb93-4a32-9700-0a1d5f0d73c9>

Looking after your agreement

Business rates

Should a publican require advice in respect of reviewing or appealing a pub's rateable value during the course of the agreement, Stonegate Pub Partners facilitates the availability of professional support via our preferred supplier of specialist Business Rating Services, the costs of which are normally borne by the publican.

Renewing your agreement

If a tenancy or lease is protected under the Landlord & Tenant Act 1954, and you wish to remain in occupation, the tenancy or lease cannot end except as a result of formal notice being served, either as a section 25 Notice (by the landlord) or a section 26 Notice (by the tenant or lessee).

We may agree to renew your current lease, to commence an entirely new alternative lease, vary your existing lease by way of deed of variation to extend the term by five years at a new open market rent or, simply review your rent and allow the old lease to continue.

If formal notice has been served by either party and we are unable to agree terms for the renewal of a protected agreement before the expiry of the current lease, the matter must be referred for determination by the Court. The Court may also determine the rent if it is not taken to PIRRS or arbitration.

We may also choose to serve a section 25 Notice which confirms we are not willing to grant a new agreement when your lease expires. We will state in the Notice the ground(s) on which we oppose the grant of a new lease. If you disagree, the matter must be referred to the Court for determination.

If your tenancy is contracted out of the Landlord & Tenant Act 1954 it will legally end on its contractual expiry and you should vacate on this date unless we agree new terms with you. In accordance with the terms of the agreement we may advertise the pub as available for let before its contractual expiry. 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 renewal of a lease, we strongly recommend that you seek appropriate independent professional advice. The Landlord & Tenant Act 1954 has strict timetables for service of notices and you may lose your occupational rights if the correct notices are not served with the deadlines under the Act.

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 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 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, 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 do not apply if you have purchased your lease by assignment.

Surrendering the agreement

Other than as described in the "Cooling off period" section above, there may be circumstances whereby you wish to surrender the remaining term of your agreement.

If you wish to surrender your agreement sooner than your tenancy contractual provisions provide for, please contact your Regional Manager to seek to agree a shorter timescale. We may be able to agree a date sooner than 9 months, subject to a surrender fee being paid and there being no interruption to trade by our accepting short notice.

Under the terms of our leases, there are no rights to surrender. However providing that there have been no material breaches of the agreement during its term, and that you are continuing to meet your repairing responsibilities we would normally undertake to consider any request you might make.

We may be able to help you to assign your agreement or alternatively we may be able to agree a timetable over which we aim to recruit a new publican to take over your pub, under which circumstances we would normally charge a surrender fee of not less than three months' rent.

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

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.

Pubs Code breach process

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, who will, if necessary, escalate it through our complaints procedure.

Stonegate Group employ a Code compliance Officer who can be reached at pubscode@stonegategroup.co.uk

Whilst we strive to deliver excellent service, we acknowledge that from time to time we may fail to meet expectations. Should you wish to contact us regarding such an occurrence, please email us at opsadmincentral@stonegategroup.co.uk.

If you do not believe that your concern has been appropriately addressed, in line with the requirements of the Pubs Code, you should contact the Pubs Code Adjudicator.

www.gov.uk/government/organisations/pubs-code-adjudicator

Payment of rent and deposit

Unless otherwise stated in your agreement, rent is due weekly or monthly in advance, on the first day of the calendar month. 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.

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.

For the length of time you receive a temporary suspension of rent as a result of damage to the premises any minimum purchasing obligations under the tie would be suspended.

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.

Table: The indexation example below is for illustrative purposes only. Past RPI / CPI rates do not necessarily reflect future rates.

	-2%	-1%	0%	1%	2%	3%	4%
Passing Annual Rent	£10,000	£10,000	£10,000	£10,000	£10,000	£10,000	£10,000
New Annual Rent	£9,800	£9,900	£10,000	£10,100	£10,200	£10,300	£10,400
Change In Annual Rent	-£200	-£100	£0	£100	£200	£300	£400
	Last 12 Months	Last 24 Months	Last 36 Months	Last 48 Months	Last 60 Months		
Historical RPI Averages (From May 2018)	3.7%	3.1%	2.5%	2.3%	2.4%		
Historical CPI Averages (From May 2018)	2.8%	2.2%	1.5%	1.3%	1.5%		

Sources: Office for National Statistics (ONS), RPI All Items Index (Series ID: CZBH) CPI All Items Index (Series ID: MM23)

Purchasing obligations and flow-monitoring

The purchasing obligations you are bound by and the prices you have agreed to pay for tied drinks are directly related to the level of rent negotiated for your agreement. We take adherence to the purchasing obligations extremely seriously as it is a fundamental component of our contractual agreement with you. Failure to adhere to any component of our agreement constitutes a breach of contract.

In the event that you experience an emergency stock shortage, and have made every effort to secure additional supplies from us, you must discuss the matter with your Regional Manager before taking any further action. It is essential that you do not procure tied supplies from any other source without first speaking with your Regional Manager.

If, under your agreement, we have the right to install flow-monitoring equipment, we will use the information produced as part of our practice of monitoring compliance with the terms of your purchasing obligations. The information produced by the equipment can also be useful to you in managing your business. This information is available on-line and you may request access details from your Regional Manager.



Benefits of a Tied Pub Partnership

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 the best environment for a successful business. There are many benefits to this tied partnership model, which we've laid out here.

Independence

- **Run your business your own way. The style of pub operation is your own choice within the permitted user clause of the agreement**
- Ease of doing business, with support from us when you decide you need it
- Create your own drinks portfolio from the widest possible choice of brands in our list

Risk

- **Lower risk due to our commitment to fair dealing**
- We are responsible for all repairs to the exterior, structure and services to the property (Tenancy only)
- You have the ability to 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

- **Lower rent, leads to a lower fixed cost which results in a lower break-even point for your business**
- Positive impacts on cash flow
- Access to capital investment
- Beneficial purchasing terms via our Emarket Supplier Directory including 47 suppliers covering over 50 essential categories. Categories range from kitchen, back bar equipment, consumables, hygiene, bar games, background music and Wi-Fi
- Grow the value of your business and assign your lease agreement after two years (Lease only)

Support

- **Expert help and support as and when you need it**
- On-going access to training, experts and support services including online ordering
- On-going marketing & PR support
- Our property packages ensure you are able to comply with relevant statutory Health & Safety obligations
- A dedicated local Regional Manager



Your 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 <http://www.stonegatepubpartners.co.uk/> for the most up-to-date position.

Legal fees	Detail	Charge (+VAT, if applicable)
TAW	Administration fees for a Tenancy at Will Agreement.	£395.00
Short Term Tenancy	Administration fees to commence a Short Term Tenancy.	£395.00
Fixed Term Tenancy	Administration fee upon commencement of a Fixed Term Tenancy.	£795.00
Turnover Tenancy Agreement	Administration fee upon commencement of a Turnover Tenancy Agreement.	£795.00
5 Year RPT	Administration fee for commencement of a Five Year Retail Partnership Tenancy agreement.	£795.00
Lease	Administration fee to produce a Lease agreement.	£995.00
DOV (Upon Publican Request)	Administration fee to produce a Deed of Variation.	£595.00
Assignment Administration Fee	This is an administrative charge payable by an assignor on application to assign their lease.	£995.00
Assignment Legal Fee	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.	£895.00 (freehold site with publican using solicitor) £1,100.00 (freehold site with publican not using solicitor) leasehold sites variable
Deed of Release/ Substitution Administration Fee	This is an administration fee payable on application to substitute existing guarantors with alternative guarantors.	£195.00
Deed of Release/ Substitution Legal Fee	This fee represents our legal costs payable by a publican to our solicitors for processing a Deed of Substitution associated with changes to guarantors.	£435.00
Property Survey at Assignment	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
Outstanding Repairs Deed Legal Fee at Assignment	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
Outstanding Repairs Deed – Project Management Costs at Assignment	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
Licence to Alter Legal Fee	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)
Designated Premises Supervisor	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 Supervisor.	£98.00
Machine Permit	This fee is charged to publicans operating on TAWs where there are 2 or more AWP gaming machines at the premises.	£90.00
Premises Licence Annual Fee	This fee is charged to publicans operating on TAWs for the provision of a Premises Licence Annual Fee. Where a publican subsequently converts to a substantive agreement they will be liable for the balance of the annual fee.	£255.00 per annum** Variable
Premises Licence Late Night Levy	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. Where a publican subsequently converts to a substantive agreement they will be liable for the balance of the annual fee.	£299.00 - £1493.00 per annum** Variable
Transfer of Premises Licence Holder on conversion to Substantive Agreement	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
Transfer of Premises Licence Holder to ei publican partnerships	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
Premises Licence Review	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
License at Risk	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)
Building Insurance	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
Business Insurance	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.	£2,066.15 (Substantive Agreements) £2,059.39 (TAW)
Cellar Cooling contract	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.	£382.16 per annum (tenancies) £682.33 per annum (leases)
Safety Management Solutions contract	This compulsory service is paid weekly by all publicans on new lease and tenancy agreements.	£1,673.71 per annum
Heating & Boiler maintenance contract	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.	£683.30 per annum (tenancies) £1,088.29 per annum (leases)
Repairs & Maintenance / Decoration fund	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
Non-Mains Drainage	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 £795.00 per annum Level 2 £1,495.00 per annum Level 3 £1,695.00 per annum
Rental of EPOS Equipment	This compulsory service for all publicans on Beacon agreements.	£5.00 per till and £1.00 per printer per week
Maintenance of EPOS Till	This compulsory service for all publicans on Beacon agreements.	£9.23 per till per week
Connectivity of EPOS	This compulsory service for all publicans on Beacon agreements.	£7.38 per week
Beacon Marketing Support	Marketing support provided to publicans on Beacon agreements.	£18.00 per week

Other charges	Detail	Charge (+VAT, if applicable)
No direct debit	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.	£24.46 per week
Bounced Direct Debit	Charge payable for each instance where a direct debit is bounced.	£31.00
Non scheduled delivery of drinks	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
Schedule of dilapidations	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
Damages for breach of purchasing obligations	<p>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.</p> <p>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</p>	<p>£265.00 per brewers barrel Variable for other products Plus admin fee of £345.00 +vat</p> <p>£1,500.00 (variable)</p>
Corkage Fees	Charges for products sourced elsewhere with prior written permission from company and adherence to corkage procedure.	£265.00 per brewers barrel. Variable for other products.

Ending your agreement	Detail	Charge (+VAT, if applicable)
Surrender fee	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.



Property at your service

We aim to work with our publicans to ensure that all of our pubs are in the best possible condition to optimise their trading potential throughout the terms of their agreement.

Understanding the condition of the property

Before you commit to taking a new agreement, we will provide you with a copy of our latest Schedule of Condition and agree a time to review it with you if required. This will help you to understand the level of commitment that you will be taking on. The Schedule of Condition is intended to provide a fair representation of the pub at the time of inspection. It's not a full structural survey and should not be relied upon as such. You should arrange your own inspection of the property and must take your own independent professional property advice from a qualified surveyor with professional experience relating to tied pubs before you enter into any agreement

Agreeing any repair works

Before the start of a new agreement we will ensure that the property is in good condition; that it is statutorily compliant, habitable and fit to trade. We will agree with you, in writing, details of any works that we are to carry out as a condition of the letting and a copy of this will be attached to the agreement.

It is our aim to complete all works as soon as reasonably possible and in any event within six months of the start of a new agreement. If we are prevented from doing this by events that are beyond our control, we will advise you of any expected delay as soon as we become aware of it and agree a revised time table with you. We will keep you up-dated throughout the repairs process and we will do our best to complete the works with the minimum disruption to you or your business. We will ensure that there is an appropriate level of supervision by Stonegate Pub Partners or our representatives, to ensure that the repairs are completed to a satisfactory standard. It will always be our intention to complete the works within the agreed timescales.

In the unlikely event that we are unable to do this, we will discuss the delays with you and seek to agree how we can mitigate their impact. If we agree that you are to carry out any works as a condition of taking a new agreement, we will confirm details of the works in writing and attach a copy to the agreement. We will update the Schedule of Condition once we, or you, have completed any works that are a condition of the agreement and we will send you a copy for your records.

Understanding responsibility for repairs

The specific responsibilities of each party for repairs and maintenance will be defined within the individual agreement. We will explain to you the extent of the relevant repairing obligations contained in your agreement before you complete your business plan.

Some of our agreements require the publican to "Put & Keep" the property in good condition. If this is the case, we will inform you before you complete your business plan. We will agree with you the condition that the property needs to be put into, including any specific works that you, or we, will be required to carry out at the start of the agreement. You will then be required to "Keep" the property in that condition through the term of the agreement.

You should always take your own independent advice to ensure that you understand the repairing obligations contained in your agreement. Once you have completed your new agreement, a representative of our Property team will visit you in the first three months to answer any questions you may have regarding your property.



Complying with your repairing obligations

We will carry out regular inspections of your pub to produce a Pub Condition & Standards Report (PCSR). This is not a full survey but will include a visual inspection of all areas of the premises. As a result of this, we will highlight any immediate items of repair that require your attention and, where appropriate, provide advice on how best to deal with the problem. As a general rule, if you follow the recommendations set out in the PCSR and carry out regular routine maintenance, the level of any formal dilapidations should be kept to a minimum throughout the term of the agreement. You will be asked to sign the completed PCSR and we will send you a copy for reference. You should take advantage of these visits to discuss any property related questions you may have, including any relating to the exterior of the premises, with our representative.

From time-to-time during the term of an agreement we may make arrangements to produce a Schedule of Dilapidations. We will provide reasonable written notice of our intention to carry out such a survey and will endeavour to agree a mutually convenient time. We will require your co-operation to gain access to all parts of the property including the living accommodation, cellar and any outbuildings. The Schedule of Dilapidations will be prepared having regard to the specific repairing obligations contained within your agreement and any relevant legislation.

We will provide a copy of the Schedule, identifying any element of the property that requires repair or replacement; confirming the action required to address the defect and we will arrange a convenient time to meet with you and/or your advisors to discuss the content of the Schedule and to agree when any necessary works will be completed. Our representative will arrange to call to monitor progress with the works and to confirm when they have been completed.

You will be responsible for paying the reasonable costs of carrying out a survey in connection with preparing a Schedule of Dilapidations and any necessary follow-up visits. Should you fail to maintain the property in line with your repairing responsibilities or fail to comply with any statutory requirements, we reserve the right to undertake any necessary works and to recharge the costs, including any associated professional fees.

Repairs & maintenance fund

For new agreements, you will be required to contribute to a repairs & maintenance fund to help manage on-going repairing obligations through the term. Prior to the commencement of the agreement we will confirm the amount of money you will be required to pay each month for the purpose of ensuring the property is maintained in good condition in line with your repairing responsibilities.

Monthly payments will be placed in a dedicated account reserved exclusively for this purpose. The balance in the fund will attract interest at 0.5% below the Bank of England base rate, subject to a minimum rate of 0.5%. If there isn't enough money in your repairs & maintenance fund to meet the full costs of your repair obligations, you will be responsible for funding any short-fall.

Property helpdesk

If any damage or disrepair should arise during the term of your agreement which you believe to be our responsibility you should report the problem to our Property Helpdesk on 03333 20 20 85 (option 4) as soon as possible. If the disrepair is our responsibility we will arrange for the necessary works to be completed in an appropriate timescale. If the works are your responsibility we will advise you accordingly. We may agree with you that the repairs will be carried out by our contractor and the cost recharged to you.

Dilapidations at the end of your agreement

You must hand back the premises in a condition in accordance with the repairing obligations set out in your agreement.

Before the end of your agreement, we will prepare a formal Terminal Schedule of Dilapidations. This will identify any repairs that you must complete to comply with the terms of your agreement before the end of the agreement. The Schedule will be completed having regard to the specific repairing obligations set out in the agreement. In the case of tenancies, we will aim to issue a Terminal Schedule at least six months before the end of the contractual term. For leases, we will aim to do this at least 18 months before the end of the contractual term.

We will provide a copy of the Schedule, identifying each element of the property that requires repair or replacement; confirming the action required to address the defect and

we will arrange a convenient time to meet with you and/or your advisors to discuss the content of the Schedule and to agree when any necessary works will be completed. Our representative will arrange a call to monitor progress with the works and to confirm when they have been completed. We reserve the right to charge you for any works that remain outstanding at the end of the agreement.

You will be responsible for paying the reasonable costs of carrying out the survey in connection with preparing a Terminal Schedule of Dilapidations and any necessary follow-up visits.

Where a dispute arises between parties over the level of dilapidations to be applied, we will provide access to a recognised, independent dispute resolution service, and will agree to pay 50% of their associated fees (not exceeding £500).



Investment opportunities

There may be occasions during the life of your agreement when you feel that building alterations or the addition of new facilities would enhance the trading opportunity at your pub. You should discuss your ideas with your Regional Manager in order that we may consider your proposals and, if appropriate, agree the best route for you to progress the project.

Subject to our prior written consent, you may choose to fund and organise the project using your own funds, design team and building contractors. It will still be important for you to talk to your Regional Manager who will instruct the property team to prepare a "Licence to alter", at your expense, which documents the agreed works enabling you to progress the project at your own pace. You should not carry out any alterations without a Licence to alter, as any such alterations would not be considered as improvements in any future rent assessment.

In the event that we agree to fund or part-fund the project, you will need to agree the scope of your business plan with your Regional Manager including any variations to rent or other commercial terms which may be required to reflect the investment that we are making. We will provide you with details of how we believe the proposed project will benefit your business but you should always take your own independent professional advice to ensure that you understand the impact that the proposed project will have. Your Regional Manager will then instruct the property team to prepare all necessary plans, designs and schedules of works which will be formally agreed by all parties before commencement of the project.

We will also agree details of any contribution that you may be required to make towards the costs of the development and confirm the specification of any fixtures and fittings that you may be required to purchase. Before we commence work we will complete a formal Deed of Variation, confirming the works to be completed and any changes to the rent or other commercial terms of your agreement.

You may be asked to pay a deposit towards the cost of any professional fees that we incur in preparing details of the proposed project. The deposit will not be refundable if you decide not to proceed with the project.

Utilities & environmental impact

You will be responsible for meeting the cost of all utilities and services associated with your use and occupation of your pub. You should monitor power consumption and we would encourage you to operate the business in an environmentally friendly manner.

If your property is not connected to mains drainage, it may be necessary to hold an environmental discharge licence. If this is the case, we will confirm any specific obligations or conditions contained in the licence before we enter into the new agreement. You would be responsible for complying with the terms of any such licence and for meeting any associated costs whether the discharge licence is held by you or Stonegate Pub Partners.

Safety requirements

At the start of your agreement, we will ensure the keys elements of statutory compliance requirements have been met, with all services functioning unless specifically agreed otherwise with you. During the term of your agreement, responsibility for on-going legal compliance and any associated repairs or replacement will be determined by the terms of the respective agreement. This may include your compliance with any new legislation that is introduced during the term of your agreement.

You will be the employer of any staff at the pub and responsible for the control of the premises for the purposes of all safety legislation throughout the term of your agreement. You will be legally responsible for all duties and responsibilities that accompany these positions under fire, food and health and safety law. This includes the day-to-day management of safety within your pub, e.g. assessment of risk, control of hazards, reporting of accidents, maintaining a safe and suitable workplace, and employee training and supervision.

Regardless of the agreement type you must co-operate with us in our on-going efforts to manage our safety obligations. This co-operation will include you informing us via the Property Helpdesk (03333 20 20 85) of any necessary property repairs for which we are responsible, as soon as possible. You must allow access to us and our contractors to enable us to deal with any safety related repairs, remedial work and statutory compliance testing. Whilst we will always try to give you reasonable notice, we may need to gain immediate access to the property in the case of an emergency.



Property management service packages

To help you to keep on top of health & safety matters and to minimise the risk of your business being disrupted by problems with heating, cellar cooling problems, we have developed support packages.

Full details of these packages will be shared with you. When you complete your new tenancy you will automatically be enrolled in all three schemes.





Market Rent Only

At certain points during your agreement, you can ask Stonegate Pub Partners to offer you a free of tie deal. The Pubs Code calls this a Market Rent Only (or MRO) offer.

We strongly advise that you take independent professional advice from a suitably qualified advisor when dealing with MRO under the Pubs Code.

What sort of information and support should you expect from Stonegate Pub Partners about MRO?

When we propose a new tied rent at rent review or when you seek to renew your tied tenancy

When there is an upcoming open market rent review, on the dates set out in your tenancy agreement (if applicable), we will send you a Rent Assessment Proposal ("RAP") not less than six months in advance. When you receive it you then have the right to request an MRO offer within 21 days. THIS IS A STRICT TIME LIMIT. Also, at the end of your tenancy agreement, if it is protected by the Landlord & tenant Act 1954, service of a s25 notice by us, or service of a s26 notice by you, is also an MRO trigger event to which the same time limit applies. Annual RPI rent reviews are not an MRO trigger event.

When we send you our RAP it will be marked "IMPORTANT INFORMATION – PLEASE READ". It will include a worked Fair Maintainable Trade P&L and we will provide all the other information specified in Schedule 2 of the Pubs Code by way of electronic links to our website or (for information specific to your pub) as an attachment to the RAP.

There is an MRO application form available on the Pubs Code Adjudicator ("PCA") website and we include that address both at the end of this Guide and with every RAP we send out. We also say that you should take advice from one or more appropriately-qualified and experienced independent professional advisors throughout the MRO process.

The RAP will be delivered to you by post or e-mail. It will not be hand-delivered as we may later need proof of posting.

In the run-up to a rent review

We will:

- Write to you 12 months before the review date in your tenancy explaining that you will have the right to ask for a MRO offer.
- Explain that you will have 21 days from when you receive your tied rent proposal in which to request your MRO offer.
- Send you your tied rent assessment no earlier than 8 months and no later than 6 months before the review date in your tenancy and remind you that you now have 21 days to request an MRO option, giving you the address that you should send your MRO Notice to and enclosing the relevant PCA leaflets on the Code.
- Refer you to the relevant PCA guides and flowcharts.

When you request MRO what will you receive from us?

If we agree that the Code gives you the right to ask for MRO, our response will consist of an offer of MRO terms and rent. If we do not agree that you have a MRO right under the Code, we will explain why not. If we refuse your MRO request, or you dispute the terms of the MRO proposal, you can refer your case to the PCA who will arbitrate the dispute. You have 14 days to do this and must pay a fee of £200. The PCA will arbitrate your case. The MRO full response will be delivered to you by post or e-mail. It will not be hand-delivered as we may later need proof of posting.

Negotiating with us

Both parties are expected to enter into meaningful negotiation of the MRO lease terms even if you have referred our initial proposed lease terms to the PCA to arbitrate. If you have not referred the lease terms for arbitration the Pub Code provides for a 8 week period to negotiate the free of tie rent for that lease. If you have referred the lease terms to the PCA, the rent negotiation period does not open until the lease terms other than rent have been finalised. Our experience in the years since the Pubs Code went live is that referring the lease terms to the PCA can cause significant delay. If you have not referred the lease terms to the PCA at the outset you cannot reopen that negotiation after a free of tie rent has been agreed or settled by an Independent Assessor.

Our MRO full response will notify you of the identity of our appointed negotiator, who will arrange a face-to-face meeting with you to explain our MRO offer and how we can best provide you with the opportunity to negotiate your MRO terms, free of tie and tied rents.

Challenging your MRO rent

If you are unhappy with the MRO rent suggested by us you have the right to have this assessed by an independent expert. The PCA does not set MRO rents. There is a specific time period for asking for this independent assessment. The earliest you can do this is after you have been negotiating with us for 28 days. The latest is 63 days after you receive your MRO offer from us.

It is important to understand that only the MRO rent is assessed. The assessor will set the MRO rent based on the MRO terms that are on the table, and the MRO procedure does not provide for terms to be reopened after an assessment. It is very important that you are content with your MRO terms before you ask for an independent assessment of your MRO rent. You and Stonegate Pub Partners should agree on who to appoint as the independent assessor. If you are unable to agree, you must jointly ask the PCA to appoint an assessor for you. We will organise the paperwork for this request before sending it to you for your signature and for you to send on to the PCA.

Will there be any changes after you claim MRO?

You remain tied on the terms of your current tenancy, tie and price list terms until such time as the MRO lease is legally completed. We will continue “Business as usual” with your regular Regional Manager and surveying teams throughout the MRO negotiations.

If you have any complaint about the way you are treated by any of our staff you should first raise it through your BDM. If it remains unresolved you should provide full details of the complaint through the Stonegate Group complaints process by writing to opsadmincentral@stonegategroup.co.uk or the Stonegate Group postal address. If you do raise a complaint to the PCA about the way we have treated you, the PCA is likely to refer you back to our complaints process first, so we recommend following this process initially. If you are not satisfied with the outcome of your complaint through those channels and have a specific complaint that we have failed to resolve your issue in relation to correct Pubs Code procedure the PCA has the power to determine a Pubs Code behavioural complaint from you.

You can contact the PCA via its freephone Enquiry Line on **0800 528 8080** or by going to the PCA website at www.gov.uk/pca and completing an online enquiry form.

Publican Complaint Procedure

As a publican with Stonegate Pub Partners your dedicated 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 you 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.

Your complaint will be acknowledged by our Customer Care Officer within five working day of receipt. Our Customer Care Officer will escalate your complaint/s 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.

Pubs Code Rights

The Pubs Code etc. Regulations 2016 (Pubs Code) regulates the relationship between a Pub Owning Business (POB) and their Tied Pub Tenants (TPT) and as a publican within Stonegate Pub Partners, you are covered by this legislation.

The Pubs Code promotes two core principles:-

- Fair and lawful dealing
- A tied tenant should be no worse off than if they were not subject to a tie (free of tie).

“More information regarding your Pubs Code rights and protections can be found in our Guide to Pubs Code or by visiting the Pubs Code Adjudicator website at Pubs Code Adjudicator - GOV.UK (www.gov.uk)”

Should you wish to contact our Code Compliance Officer regarding your Code rights or any Code related query, please email pubscore@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 pubscore@stonegategroup.co.uk

Should you remain dissatisfied with the outcome of your complaint you are within your rights to refer such matters to the PCA for arbitration along with any other complaint relating to a suspected breach of the Code. To refer a matter for arbitration by the PCA (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 on the PCA website about this process and the costs involved www.gov.uk/government/organisations/pubs-code-adjudicator

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Appendix 1a

Fixed Term Tenancy (5 Year) Summary of Terms

1. THE TENANCY

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

Ending the Tenancy (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 outgoing 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

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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

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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 Supervisor (DPS) for the Premises, unless We consent to some other person being the DPS.

If We (acting entirely at Our discretion) elect to apply for a ‘shadow’ Premises Licence for the Property (such application to be made entirely at Our cost) You shall provide such assistance to Us as We request (including, without limitation, allowing Us or our agents to display any statutory notices upon the Property) and furthermore You shall not do, nor allow any third party to do, anything which would jeopardise the status or progress of such application. 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. The Tenancy is not protected by Part II of the Landlord & Tenant Act 1954.

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

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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

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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 Supervisor (DPS) for the Premises, unless We consent to some other person being the DPS.

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

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

Appendix 1c

Retail Partnership Tenancy (5 Year)
Summary of Terms

1. THE TENANCY

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

Ending the Tenancy Our Rights

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

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

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

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

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

2. AGREEMENT FOR TENANCY

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

3. THE RENT

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

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

Outgoings You will be responsible for all rates and all other outgoing 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 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 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.

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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 Supervisor (DPS) for the Premises, unless We consent to some other person being the DPS

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

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

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

12. GUARANTORS

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

13. LEGAL & OTHER PROFESSIONAL ADVICE

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

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

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

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

Appendix 1d

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

1. THE LEASE

Term The term will be for 10 years. The Lease is not protected by Part II of the Landlord & Tenant Act 1954.

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 outgoing 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

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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

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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 Supervisor (DPS) for the Premises, unless we consent to some other person being the DPS.

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

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

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Version 7 Dec 2024

Appendix 1e

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

1. THE LEASE

Term The term will be for 10 years. The Lease is not protected by Part II of the Landlord & Tenant Act 1954.

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 5th 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 outgoing 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

Appendices

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 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 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.

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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 Supervisor (DPS) for the Premises, unless we consent to some other person being the DPS. 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 thirdparty 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

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Subject to Contract and formal Tenancy agreement.

Version 7- Dec 2024

Appendix 1f

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

1. THE TENANCY

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

Ending the Tenancy Our Rights Save for as provided for below We will also be able to end the Tenancy at any time by giving You 6 months' notice 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 outgoing 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 1st 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 Supervisor (DPS) for the Premises, unless We consent to some other person being the DPS.

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

If We (acting entirely at Our discretion) elect to apply for a ‘shadow’ Premises 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

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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
BB57	ADNAMS BROADSIDE 9 CASK 4.7%	Cask Ale	9	40.91	2.31	38.60	67.93
AR45	ADNAMS GHOST SHIP 9 CASK 4.5%	Cask Ale	9	40.91	2.31	38.60	67.93
BB55	ADNAMS SOUTHWOLD BEST BITTER 9 CASK 3.7%	Cask Ale	9	40.91	2.31	38.60	67.93
AP50	BATH GEM 9 CASK 4.1%	Cask Ale	9	40.91	1.70	39.21	69.00
AE30	BLACK SHEEP BEST BITTER 9 CASK 3.8%	Cask Ale	9	40.91	2.55	38.36	67.50
AT50	BRADFIELDS FARMERS BLONDE 9 CASK 4%	Cask Ale	9	40.91	1.90	39.01	68.65
AB32	BRAINS BITTER 9 CASK 3.7%	Cask Ale	9	40.91	0.36	40.55	71.36
AC04	BRAINS SA 9 CASK 4.2%	Cask Ale	9	40.91	0.36	40.55	71.36
AM24	BRAKSPEAR BITTER 9 FASTCASK 3.4%	Cask Ale	9	40.91	0.38	40.53	71.32
BM16	BUTCOMBE GOLD 9 CASK 4.4%	Cask Ale	9	40.91	1.42	39.49	69.49
AE74	BUTCOMBE ORIGINAL 9 CASK 4%	Cask Ale	9	40.91	1.42	39.49	69.49
AS50	BUTCOMBE RARE BREED 9 CASK 3.8%	Cask Ale	9	40.91	1.42	39.49	69.49
BL69	COURAGE BEST 9 CASK 4%	Cask Ale	9	40.91	1.86	39.05	68.72
BL72	COURAGE DIRECTORS 9 CASK 4.8%	Cask Ale	9	40.91	1.86	39.05	68.72
AT07	DARTMOOR JAIL 9 CASK 4.8%	Cask Ale	9	40.91	2.00	38.91	68.47
AR22	DRAUGHT BASS 10 CASK 4.4%	Cask Ale	10	45.46	1.69	43.77	77.02
AK35	EXMOOR ALE 9 CASK 3.8%	Cask Ale	9	40.91	1.23	39.68	69.83
B292	EXMOOR GOLD 9 CASK 4.5%	Cask Ale	9	40.91	1.23	39.68	69.83
AT88	FLACK MANOR DOUBLE DROP 9 CASK 3.7%	Cask Ale	9	40.91	1.91	39.00	68.63
BB59	FULLERS LONDON PRIDE 9 CASK 4.1%	Cask Ale	9	40.91	1.79	39.12	68.84
B758	GALES HSB 9 CASK 4.8%	Cask Ale	9	40.91	1.79	39.12	68.84
BP84	GALES SEAFARERS FULLERS 9 CASK 3.6%	Cask Ale	9	40.91	1.79	39.12	68.84
AA60	GREENE KING ABBOT ALE 9 CASK 5%	Cask Ale	9	40.91	2.58	38.33	67.45
AA58	GREENE KING IPA 9 CASK 3.6%	Cask Ale	9	40.91	2.58	38.33	67.45
AS79	GREENE KING OLD GOLDEN HEN 9 CASK 4.1%	Cask Ale	9	40.91	2.58	38.33	67.45
AC72	HARVEYS SUSSEX 18 CASK 4%	Cask Ale	18	81.83	2.28	79.55	139.99
AB21	HARVEYS SUSSEX 9 CASK 4%	Cask Ale	9	40.91	1.14	39.77	69.99

Appendix 2

No.	Long Description	Main Group Name	Gallons	Litres	CAS (Litres)	Salebale Litres	Saleable Pints
B627	HARVIESTOUN BITTER & TWISTED 9 CASK 3.8%	Cask Ale	9	40.91	1.50	39.41	69.35
BG24	HOGS BACK TRADITIONAL ENGLISH 9CASK 4.2%	Cask Ale	9	40.91	2.10	38.81	68.30
AADV2	JENNINGS CUMBERLAND 9 CASK 4%	Cask Ale	9	40.91	1.11	39.80	70.04
AA91	JW LEES 9 CASK 4%	Cask Ale	9	40.91	1.71	39.20	68.98
AS88	LANCASTER BLONDE 9 CASK 4%	Cask Ale	9	40.91	1.20	39.71	69.88
AU50	MARSTON'S 61 DEEP PALE ALE 9 CASK 3.8%	Cask Ale	9	40.91	2.11	38.80	68.28
AA06	MARSTON'S PEDIGREE 9 CASK 4.5%	Cask Ale	9	40.91	2.38	38.54	67.81
AZ72	MARSTON'S WYCHWOOD HOBGOBLIN 9 CASK 4.5%	Cask Ale	9	40.91	2.38	38.54	67.81
AE21	MOORHOUSE'S PRIDE OF PENDLE 9 CASK 4.1%	Cask Ale	9	40.91	1.19	39.72	69.90
AU77	MOORHOUSES WHITE WITCH 9 CASK 3.9%	Cask Ale	9	40.91	1.19	39.72	69.90
BL11	OLD SPECKLED HEN 9 CASK 4.5%	Cask Ale	9	40.91	2.58	38.33	67.45
BB12	OSSETT SILVER KING 9 CASK 4.3%	Cask Ale	9	40.91	1.70	39.21	69.00
AABN6	OSSETT WHITE RAT 9 CASK 4%	Cask Ale	9	40.91	1.70	39.21	69.00
AW45	OSSETT YORKSHIRE BLONDE 9 CASK 3.9%	Cask Ale	9	40.91	1.70	39.21	69.00
AF38	OTTER ALE 9 CASK 4.5%	Cask Ale	9	40.91	1.40	39.51	69.53
AT45	OTTER AMBER ALE 9 CASK 4%	Cask Ale	9	40.91	1.40	39.51	69.53
AF40	OTTER BITTER 9 CASK 3.6%	Cask Ale	9	40.91	1.40	39.51	69.53
AT59	PURITY MAD GOOSE 9 CASK 4.2%	Cask Ale	9	40.91	1.90	39.01	68.65
AT60	PURITY PURE GOLD 9 CASK 3.8%	Cask Ale	9	40.91	1.90	39.01	68.65
AT61	PURITY PURE UBU 9 CASK 4.5%	Cask Ale	9	40.91	1.90	39.01	68.65
AE41	RINGWOOD 49ER 9 CASK 4.9%	Cask Ale	9	40.91	1.55	39.36	69.26
AP92	RINGWOOD BOONDOGGLE 9 CASK 4.2%	Cask Ale	9	40.91	1.55	39.36	69.26
AB20	RINGWOOD RAZORBACK BEST 9 CASK 3.8%	Cask Ale	9	40.91	1.55	39.36	69.26
BM02	ROBINSONS DIZZY BLONDE 9 CASK 3.8%	Cask Ale	9	40.91	0.91	40.00	70.39
AAAU6	ROBINSONS TROOPER 9 CASK 4.7%	Cask Ale	9	40.91	0.91	40.00	70.39
AQ62	ROOSTER'S YANKEE PALE ALE 9 CASK 4.3%	Cask Ale	9	40.91	1.41	39.50	69.51
AR64	SAMBROOK'S WANDLE ALE 9 CASK 3.8%	Cask Ale	9	40.91	1.42	39.49	69.49
AABA1	SEA FURY 9 CASK 5%	Cask Ale	9	40.91	1.52	39.39	69.32

Appendix 2

No.	Long Description	Main Group Name	Gallons	Litres	CAS (Litres)	Salebale Litres	Saleable Pints
AQ64	SHARPS ATLANTIC IPA 9 CASK 4.2%	Cask Ale	9	40.91	1.52	39.39	69.32
AF34	SHARP'S DOOM BAR 9 CASK 4%	Cask Ale	9	40.91	1.52	39.39	69.32
AU86	SHEP NEAME WHITSTABLE BAY 9 CASK 3.9%	Cask Ale	9	40.91	2.02	38.89	68.44
BA51	SHEPHERD NEAME MASTERBREW 9 CASK 3.7%	Cask Ale	9	40.91	2.02	38.89	68.44
AR16	SHEPHERD NEAME SPITFIRE 9 CASK 4.2%	Cask Ale	9	40.91	2.02	38.89	68.44
BM12	ST AUSTELL PROPER JOB 9 CASK 4.5%	Cask Ale	9	40.91	1.70	39.21	69.00
BC98	ST AUSTELL TRIBUTE 9 CASK 4.2%	Cask Ale	9	40.91	1.70	39.21	69.00
AA62	TETLEY BITTER 9 CASK 3.7%	Cask Ale	9	40.91	1.53	39.38	69.30
B055	THE REVEREND JAMES 9 CASK 4.5%	Cask Ale	9	40.91	0.36	40.55	71.36
AADG5	THEAKSTON BEST 18 CASK 3.8%	Cask Ale	18	81.83	2.05	79.78	140.40
AADG4	THEAKSTON BEST 9 CASK 3.8%	Cask Ale	9	40.91	2.05	38.86	68.39
AADH0	THEAKSTON LIGHTFOOT 9 CASK 4.1%	Cask Ale	9	40.91	2.05	38.86	68.39
AADG7	THEAKSTON OLD PECULIAR 9 CASK 5.6%	Cask Ale	9	40.91	2.05	38.86	68.39
AW29	TIMOTHY TAYLOR BOLTMAKER 9 CASK 4%	Cask Ale	9	40.91	1.14	39.77	69.99
BJ67	TIMOTHY TAYLOR'S GOLDEN BEST 9 CASK 3.5%	Cask Ale	9	40.91	1.14	39.77	69.99
AI20	TIMOTHY TAYLOR'S LANDLORD 18 CASK 4.3%	Cask Ale	18	81.83	2.27	79.56	140.01
AB99	TIMOTHY TAYLOR'S LANDLORD 9 CASK 4.3%	Cask Ale	9	40.91	1.14	39.77	69.99
AW22	TWICKENHAM NAKED LADIES 9 CASK 4.4%	Cask Ale	9	40.91	1.74	39.18	68.94
AV34	WADWORTH 6X 9 CASK 4.1%	Cask Ale	9	40.91	1.14	39.78	69.99
BM52	WADWORTH HORIZON GOLDEN ALE 9 CASK 4%	Cask Ale	9	40.91	1.14	39.78	69.99
BK96	WAINWRIGHT GOLDEN ALE 9C 4.1%	Cask Ale	9	40.91	2.50	38.41	67.59
AR88	WELLS BOMBARDIER 9 CASK 4.1%	Cask Ale	9	40.91	1.86	39.05	68.72
AC07	WOODFORDE'S WHERRY 9 CASK 3.8%	Cask Ale	9	40.91	2.01	38.90	68.45
AW53	WYCHWOOD HOBGOBLIN GOLD 9 CASK 4.2%	Cask Ale	9	40.91	2.02	38.89	68.44
AP51	WYE VALLEY HPA 9 CASK 4%	Cask Ale	9	40.91	1.91	39.00	68.63
AA89	YOUNGS BITTER 9 CASK 3.7%	Cask Ale	9	40.91	1.35	39.56	69.61
BG98	YOUNGS SPECIAL 9 CASK 4.5%	Cask Ale	9	40.91	1.35	39.56	69.61

Stonegate Group

PUB PARTNERS

stonegategroup.co.uk

Stonegate Group 3 Monkspath Hall Road, Solihull, West Midlands, B90 4SJ | 0121 272 5200
(02562808, Registered in England and Wales)