



Management Services Agreement

Summary of Terms

Agreement Date:	The day of 202		
“Craft Union”:	The Craft Union Pub Company Limited , registered number 09429990 whose registered office is at 3 Monkspath Hall Road, Solihull, B90 4SJ.	“Tenant”	Name: Number:
“Supervisor”	Name: Personal Address:	“Premises”	Pub Name: Pub Address:
Wet Product Fee	a fee equal to of the Net Revenue of all Wet Products sold to customers following the Agreement Date	Food Product Fee	n/a
Rented Accommodation Fee	n/a	Machine Fee	a fee equal to 0.5% of the Net Revenue of all Wet Products
Profit Overachievement Incentive	<p>If the Business takes not less than [fourteen thousand] pounds per week average sales (and such averages shall be calculated on a twelve-weekly basis in the weeks immediately preceding a Quarter)), the Tenant shall be paid an incentive payment that rewards overachievement on profit when measured against Budget. For a payment to be made, it will be required that the Tenant has been party to a Management Services Agreement with Craft Union for a period of at least one full Period in order to allow for the assessment of profit made as opposed to the Budget. If the Tenant has provided management services at another site owned by Craft Union, and their agreement at that site included a Profit Overachievement Incentive, this time will be factored into the calculation of the overachievement against Budget on a pro-rata basis by assessing those former sites performance whilst the Tenant provided such management services. The Tenant will, at the end of each completed Quarter throughout which they have been eligible, be entitled to an additional payment which shall be equal to:</p> <p>(i) 10% of the Profit Overachievement for the relevant Quarter; or</p> <p>(ii) in the event of the Premises receiving an investment scheme Craft Union will update the budget for the purposes of the calculation of any Profit Overachievement Incentive.</p> <p>such payment (if applicable) to be made by Craft Union by electronic transfer into a bank account held in the name of the Tenant no later than 12 weeks following the end of the applicable Quarter. Payment shall be subject to this Agreement remaining in full force and effect and not under any form of termination notice at the date of payment.</p>		
Notice Periods	<p><u>Part A – Craft Union and Tenant Termination Notice Periods</u></p> <p>This Agreement shall commence upon the Agreement Date and subject to this provision shall continue in force thereafter unless and until terminated: -</p> <ol style="list-style-type: none"> by Craft Union giving to the Tenant, in writing, not less than twelve weeks’ notice to that effect; or by the Tenant giving to Craft Union not less than twelve weeks’ notice to that effect . <p><u>Part B – Craft Union Immediate Termination Rights</u></p> <p>Craft Union shall have the right at any time by giving notice in writing to the Tenant to terminate this Agreement immediately:</p> <ol style="list-style-type: none"> if the Tenancy ends for whatever reason; if the Tenant, or any of the Tenant’s Staff, commits a material breach of any of the obligations or terms of this Agreement, as determined by Craft Union at its discretion; if the Tenant, or any of the Tenant’s Staff, commits any breach of any of those Conditions set out in Part 13 of the Second Schedule, as determined by Craft Union at its discretion; if the Tenant or the Supervisor repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with having the intention or ability to give effect to the terms of this Agreement; if the Tenant or the Supervisor is or becomes Insolvent; if the Supervisor dies or becomes incapable of operating the Business and the Tenant has not appointed an alternative person (or persons) to take their place within 7 days of the death or incapacity of the Supervisor (provided that such person (or persons) must be acceptable to Craft Union (acting reasonably) and must enter into the covenants entered into on the part of the Supervisor in this Agreement); if the Tenant comes under the control, directly or indirectly, of any person who does not control the Tenant at the date of this Agreement (and the Tenant shall immediately inform Craft Union of any such change in control giving full details of such person) (and in this provision “control” means either having the right to exercise voting rights in respect of more than 50% of the equity share capital of the relevant party or having control over its board of directors); or if the Tenant or the Supervisor is guilty of any conduct or omission which, in Craft Union’s sole opinion, is prejudicial to Craft Union’s interests. 		

	<p><u>Part C - Other remedies.</u></p> <p>The termination provisions set out in Part B above are without prejudice to any other rights and remedies available to Craft Union.</p>
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BACKGROUND:

Craft Union has agreed to appoint the Tenant to provide management services to Craft Union to enable the operation of the Business and the Tenant has agreed to undertake all relevant obligations under the terms of this Agreement. This Agreement comprises of this Summary of Terms, signature block and Master Services Agreement Terms below.

In consideration of Craft Union paying the sum of £1.00 to the Supervisor (receipt of which the Supervisor expressly acknowledges) the Supervisor agrees to enter into this Agreement and agrees to indemnify Craft Union against any failure of the Tenant to perform any of the undertakings or obligations upon the Tenant in this Agreement.

Each party warrants that the person signing this Agreement on behalf of that party has the requisite authority to bind that party by means of Contract Works' electronic signature system. By affixing their respective electronic signatures hereto by means of Contract Works' electronic signature system, the signatories below acknowledge and agree that they intend to bind the respective parties on behalf of whom they are signing.

The parties have executed this Agreement on the dates set out below.

For and on behalf of Craft Union	For and on behalf of the Tenant
Print name	Print name
Signature date	Signature date

Supervisor
Print name
Signature date

MASTER SERVICES AGREEMENT Terms:

1. DEFINITIONS

In this Agreement (except where the context requires otherwise) the expression:-

- (1) **"Accommodation"** means the Domestic Accommodation and the Rented Accommodation
- (2) **"Area Manager"** means a representative of Craft Union (who may also be appointed by a Nominee)
- (3) **"Bank Account"** means the account operated at the National Westminster Bank Plc, Sort code 60-21-21 & Account Number 53665287 (or such other account as Craft Union or Nominee may notify to the Tenant from time to time)
- (4) **"Bar Snacks"** means any snack food (including but not limited to crisps, and nuts) which is commonly sold in public houses and which are available for purchase and supply from behind the bar
- (5) **"Budget"** means the target set by Craft Union for the expected performance of the Business, which will be shared at the beginning of each Quarter where the Tenant is eligible for the Profit Overachievement Incentive
- (6) **"Business"** means the business of operating and managing a public house at the Premises (including where appropriate the operation of such ancillary activities as may be permitted by Craft Union) commencing on and including the Agreement Date and throughout the Term
- (7) **"Council Tax"** means as set out in the Local Government Finance Act 1992 (as amended)
- (8) **"Craft Union Best Practice"** mean guidance and/or best practice document of any kind that either Craft Union or any Nominee may provide to the Tenant prior to or during the term of this Agreement
- (9) **"Craft Union Instructions"** mean any reasonable instruction of any kind that either Craft Union or any Nominee may provide to the Tenant prior to or during the term of this Agreement
- (10) **"Domestic Accommodation"** means the existing private residential part of the Premises which shall be for the use and occupation of the Supervisor or any Employee whom has been expressly approved in advance by Craft Union
- (11) **"Employees"** means any person employed by the Tenant from time to time in the Business including (without limitation) the Supervisor
- (12) **"Employee Information"** means in respect of each of the Employees their job title, age, start date and date of continuous service, rates of pay and pay arrangements, pension and other benefits, details of working hours, holiday entitlement, sickness pay entitlement, notice period and contractual redundancy entitlements.
- (13) **"Food"** means any food as may be specified or approved by Craft Union from time to time (but which shall exclude Bar Snacks)
- (14) **"Gross Turnover"** means all monies (including without limit cash, cheques and credit and debit card payments) received by the Tenant in the course of operation of the Business (or which should have been received) including all and any ancillary income accrued as a result of the operation of the Business and/or the use of the Premises
- (15) **"Insolvency"** means:
 - (i) in the case of an individual, an application for an interim order under Section 253 of the Insolvency Act 1986 (as amended) or the presentation of a bankruptcy petition

- (ii) in the case of a company, the presentation of a petition for an administration order in relation to it, or it becoming subject to an administration order, or convening a meeting of or makes or proposing to make any arrangement or composition with its creditors, or it going into liquidation or a petition being presented for its winding up (except for the purposes of amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the party being wound up)
- (iii) in the case of a partnership, it presenting or having presented against it a petition for an Administration Order, or making an arrangement with its creditors; or if a petition for the winding up of the partnership being presented, or if any of the matters specified in either of sub-paragraphs (i), (iv) and (v) shall occur in relation to any one or more of the partners
- (iv) in any case, an encumbrancer taking possession of or a receiver and/or manager, liquidator, administrator, trustee or similar officer being appointed over all or any part of their property, undertaking or assets; any distress or execution being levied on them; them entering into any negotiations for any arrangement or composition with their creditors; or them being deemed unable to pay their debts as they fall due
- (v) in any case, any person doing any act or thing preparatory to or anticipatory to or anticipatory of any of the matters referred to in paragraphs (i), (ii) and
- (vi) in any case, the doing or suffering under any jurisdiction other than England and Wales anything equivalent to any of the things referred to in paragraphs (i) to (v) above

- (16) **"Month"** means a calendar month
- (17) **"Net Revenue "** means in relation to any Wet Products, Rented Accommodation and/or Food (if any) the price charged by Craft Union to customers less any VAT payable in respect of the supply of such Products, Rented Accommodation and/or Food (if any) and any other ancillary income derived from the operation of the Business and/or use of the Premises (but which shall for the avoidance of doubt only include income which amounts to cleared funds and shall not extend to book debts)
- (18) **"Nominee"** shall mean any individual or body corporate appointed by Craft Union to carry out all or any of Craft Union's obligations within this Agreement
- (19) **"Operating Fee"** means the fee payable to the Tenant pursuant to this Agreement and which is made up of the Wet Product Fee, the Food Product Fee, and the Rented Accommodation Fee
- (20) **"Period"** means a financial period of 4 weeks set in accordance with Craft Union period calendar;
- (21) **"Products"** means such products reasonably necessary for the operation of the Business as specified or approved by Craft Union from time to time including without limit Wet Products and/or Food
- (22) **"Profit Overachievement"** means the amount of profit attained at the site which is in excess of the Budget, and which shall be measured in each Quarter
- (23) **"Quarter"** means a financial quarter set in accordance with Craft Union period calendar

- (24) **"Rented Accommodation"** means that part (if any) of the Premises which are available for letting to customers (but which shall for the avoidance of doubt only extend to short stay bed and breakfast accommodation conducted in the usual course of the Business and which shall confer no relationship of landlord and tenant between any party)
- (25) **"Staff"** means staff or personnel employed or engaged in the Tenant's Business (including, without limitation, all Employees)
- (26) **"Tenancy"** the tenancy entered into on the same date as this Agreement
- (27) **"Term"** means the period starting on the Agreement Date and continuing until determined in accordance with this Agreement
- (28) **"Transferee Employer"** means any person or entity who shall become the employer of the Employees by operation of TUPE
- (29) **"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006
- (30) **"VAT"** means Value Added Tax or any tax levied in substitution for or in addition to it
- (31) **"Week"** means a calendar week commencing on a Monday and "Weekly" shall be construed accordingly
- (32) **"Wet Products"** means such products reasonably necessary for the operation of the Business as specified or approved by Craft Union from time to time including without limit beers, ales, lagers, ciders, flavoured alcoholic beverages, wines, spirits, specialties, minerals, any other alcoholic and non-alcoholic beverage and all Bar Snacks

2. **AGREEMENT**

- 2.1 Craft Union appoints the Tenant as its agent to operate and manage the Business and to undertake the responsibilities set out herein.
- 2.2 All sales and other transactions (of whatever sort) regarding the Products and the Rented Accommodation and any other ancillary income in accordance with this Agreement shall be made, entered into and done by the Tenant as agent for Craft Union and on its behalf and all assets held by the Tenant in such capacity shall be the property of Craft Union and shall be held as agent for Craft Union.
- 2.3 Craft Union shall not be obliged to make any sale of any Products and/or make any Rented Accommodation available.
- 2.4 The Tenant shall conclude sales of the Products and provide the Rented Accommodation only upon and subject to the Craft Union Instructions (which may include any relevant instructions issued by a Nominee) (including without limitation as to prices, quantities sold and strength of Wet Products and prices of Food) as are notified to the Tenant from time to time and in particular but without limit the Tenant shall not be entitled to conduct any negotiations for the terms of the sale of the Products and/or provision of the Rented Accommodation.
- 2.5 In its performance of its obligations under this Agreement, the Tenant agrees that it shall review and consider (but shall not be obliged to follow or enact) Craft Union Best Practice.
- 2.6 The Tenant shall not make or give any promise, representation or warranty in connection with the Products and/or the Rented Accommodation other than those contained in such Craft Union Instructions nor commit Craft Union to any obligation or liability of any kind whatsoever.

3. **CRAFT UNION'S OBLIGATIONS**

Craft Union agrees with the Tenant to comply with Craft Union's obligations in the First Schedule.

4. **TENANT'S OBLIGATIONS**

The Tenant agrees to comply with the Tenant's obligations in the Second Schedule.

5. **SUPERVISOR'S INDEMNITY**

The Supervisor agrees to comply with the indemnity provided within the Third Schedule.

6. **FINANCIAL OBLIGATIONS**

All parties agree to comply with the financial obligations in the Fourth Schedule.

7. **AGREEMENTS**

The parties agree the matters in the Fifth Schedule.

THE FIRST SCHEDULE

CRAFT UNION'S OBLIGATIONS

1 Craft Union shall:

- (a) permit the Tenant to use such equipment and assets of Craft Union at the Premises as may be necessary for the performance of the obligations of the Tenant contained within this Agreement
- (b) use reasonable endeavours to maintain such stocks of the Products as are reasonably required by the Tenant pursuant to this Agreement (although nothing in this Agreement shall impose upon Craft Union an obligation to make any or all of the Products available for sale at the Premises at any particular time (although Craft Union shall use reasonable endeavours to give the Tenant reasonable notice of any change to such availability that Craft Union reasonably considers might materially affect the Business));
- (c) pay for the cost of obtaining all relevant licences (as determined by Craft Union in its reasonable discretion) for the proper and lawful operation of the Business from the Premises; and
- (d) pay for entertainment, door security and TV sports packages that Craft Union reasonably agree with the Tenant is or are (as applicable) required for the Business;
- (e) indemnify the Tenant against the cost of the non-domestic business rates for which the Tenant is responsible pursuant to clause 8.2 of the Tenancy;

But for the avoidance of any doubt Craft Union will not pay for products or services that the Tenant obtains that exceed the allocated amounts set out by Craft Union or which are not in compliance with the relevant Craft Union Instruction. Any expenditure that exceeds the allocated limits set by Craft Union or which are not in compliance with Craft Union Instruction shall be at the sole cost of the Tenant unless agreed otherwise by Craft Union in writing.

THE SECOND SCHEDULE

TENANT'S OBLIGATIONS

The Tenant shall:

Part 1 – Operating Diligence

- (a) use best endeavours to promote and extend sales of the Products and provision of Rented Accommodation to customers and to ensure that the Business is run to such levels of maximum efficiency and profit as is reasonably possible;
- (b) continuously operate the Business upon such days and between such hours as Craft Union shall specify (in compliance with relevant laws and regulations);
- (c) (save as permitted by this Agreement or as expressly consented to by Craft Union) not incur any liability on behalf of Craft Union or in any way pledge or purport to pledge the credit of Craft Union; and
- (d) at all times ensure that they comply with the Craft Union Instructions.

Part 2 – Employees

- (a) acknowledge that this Management Services Agreement constitutes a contract for the provision of services only and the relationship of the Tenant to Craft Union will be that of an agent. It is not a contract of employment. For the avoidance of doubt all Employees will be employed or engaged by the Tenant. Neither Craft Union, nor any associated group company, is the employer of any Employees nor will they be or become the employer of any such Employees on termination or expiry of this Management Services Agreement.
- (b) engage, employ, train and develop the Employees at the Premises and ensure that the Business is properly staffed at all levels so as to maintain appropriate standards of operation and in compliance with all relevant laws and legislation as well as relevant Craft Union Instructions. For the avoidance of doubt, the number of Employees engaged by the Tenant and the hours that the Employees work will be the Tenant's sole responsibility and at its entire discretion;
 - (i) if necessary to ensure that all relevant Employees hold a food hygiene certificate issued by an authorised trading body approved by the Environmental Health Department and comply with all aspects of food and health and safety legislation;
 - (ii) ensure that Craft Union does not become responsible for the Employees in any way and to indemnify Craft Union in full in any such event (howsoever occurring) for any liability, deduction, contribution, assessment or claim arising from or made in connection with the operation and running of the Business where the recovery is not prohibited by law;
 - (iii) ensure that all Employees have the right to work in the United Kingdom pursuant to such relevant legislation as may be in force from time to time and to ensure all such necessary documentation in this regard is available for inspection as may be required at the Premises at all times;
 - (iv) comply with all legislation in force from time to time that relates to Employees and their right to enroll and contribute to any statutory or private pension scheme.
- (c) upon request at any time following the service of notice to terminate this agreement by either party, or to enable compliance with any legal requirements, to provide anonymised Employee Information

Part 3 – Accounts & Reporting

Promptly supply to Craft Union or any Nominee upon request sales reports, returns and any other information requested in relation to the Business and shall keep full and accurate records and accounts in respect of the conduct of the Business and submit copies to Craft Union or any Nominee immediately upon request.

Part 4 – Products & Rented Accommodation

- (a) subject to any provisions within this Agreement to the contrary not sell or offer for sale whether for payment or otherwise from the Premises or during the operation of the Business anything other than the Products;

- (b) not sell or otherwise dispose of the Products or make the Rented Accommodation available for any business other than the Business; and
- (c) not offer any services from the Premises and/or in connection with the Business other than as permitted by Craft Union whether pursuant to this Agreement or by prior written approval.

Part 5 – Catering

- (a) subject to this Agreement agree and accept that Craft Union may require the provision of catering or other food services at the Premises during the course of the operation of the Business (the extent and nature of which Craft Union may determine in its sole discretion);
- (b) ensure that such catering or other food services are of the highest standard and comply with such Craft Union Instructions from time to time including (but not limited to) Craft Union's Food Safety Policy which forms part of the Craft Union Instructions; and
- (c) agree and accept that Craft Union (or any Nominee) may require the Tenant to withdraw or modify all or any of the catering or other food services offered at the Premises at any time and with no prior notice.

Part 6 – Indemnity

- (a) Be responsible for and shall indemnify and keep indemnified Craft Union on a full indemnity basis from and against any and all loss (including, but not limited to, consequential loss), damage, claims, demands, liability (including without limit any criminal, civil or tax and National Insurance liabilities such as, but not limited to, any liabilities under the PAYE regime), expenses, fees and/or costs (including the cost of enforcement and legal costs), suffered or incurred by Craft Union due to:
 - (i) the negligence of the Employees during the course of their employment and/or the negligence of any person assisting in connection with the Business;
 - (ii) any claims brought by any Employee and/or any person assisting in connection with the Business (including without limit claims against Craft Union) in respect of a breach of their employment rights (statutory or otherwise) including without limit unfair or wrongful dismissal;
 - (iii) any breach, negligent performance or failure in performance of this Agreement by the Tenant or the negligence of the Tenant; and/or
 - (v) the Tenant, the Supervisor and/or any Employee being deemed to be an employee of Craft Union (whether by an Employment Tribunal, taxation authority or otherwise).
- (b) Be responsible for and shall indemnify and keep indemnified any Transferee Employer on a full indemnity basis from and against any and all loss (including, but not limited to, consequential loss), damage, claims, demands, liability (including without limit any criminal, civil or tax and National Insurance liabilities such as, but not limited to, any liabilities under the PAYE regime), expenses, fees and/or costs (including the cost of enforcement and legal costs), suffered or incurred by any Transferee Employer due to any act, omission or failure by the Tenant in respect of any of the Employees.
- (c) Provided that each head of claim under the forgoing provisions shall be construed as a separate covenant and in the event that one or more of the heads of claim referred to (without limitation) herein shall be deemed to be void or invalid this shall not either directly or indirectly mean that any of the remaining covenants and/or heads of claim shall be prejudiced, nor shall they be deemed to be unenforceable.

Part 7 – Stock

- (a) maintain such range and quantity of stocks of the Products as may from time to time be necessary to enable it to efficiently and promptly satisfy the reasonable requirements of all actual and potential customers;
- (b) only store the Products at the Premises and ensure that they are stored in consideration of Craft Union Best Practice in a safe and proper manner;
- (c) not obtain title to the Products (legal or equitable) at any time and until sale of the Products to a customer the Tenant shall hold the Products for the benefit of Craft Union and must store the Products such that they are easily identifiable as the property of Craft Union and must not destroy or deface any identifying marks on the Products or their packaging;
- (d) upon demand from Craft Union immediately return any and or all of the Products and if the Tenant fails to return the Products, Craft Union or its successors in title, and their respective employees and agents, may enter the Premises to remove the Products;

- (e) the Tenant shall cooperate fully with the Craft Union Retail Audit team and any third party company and/or group (including, without limitation, HM Revenue & Customs) which Craft Union may appoint or engage or be subject to for the purposes of undertaking any reviews, audits and compliance checks and the Craft Union Risk Team;
- (f) considering the Craft Union Best Practice guidelines in undertaking stocktakes to record the amount of Products held by the Tenant and to provide copies of such stocktakes to Craft Union upon demand where available;
- (g) permit Craft Union's stock taker (whose decision is final and binding) to review the amount of Products held by the Tenant from time to time and in the event of any deficiency in or in the value of the Products the Tenant shall indemnify Craft Union against any loss it suffers as a result of such deficiency;
- (h) maintain in force, with a reputable insurer, a policy of insurance which covers any loss of Stock and in the event that Stock is lost (including, without limitation, any loss by virtue of Product(s) becoming unsaleable due to expiry of their best before dates) the Tenant shall be responsible, and will indemnify Craft Union for any loss it suffers as a result;
- (i) not purchase any products for sale by the Business and/or at the Premises from any other source apart from Craft Union or any nominee unless approved in writing by Craft Union (and for the avoidance of doubt any such products shall be treated as Products for the purposes of this Agreement);
- (j) sell the Products in the same condition, strength and quality in which they are delivered to the Premises and ensure that all sell by dates are observed;
- (k) in order to ensure product quality, conduct line cleaning of all active dispense lines (including, without limitation, beer lines) with a recognised line cleaning solution no less than once every 7 days; or otherwise in accordance with Craft Union Instructions (including, but not limited to, where Craft Union install a specialised cleaning system or advanced cleaning solutions are used, and at all times Craft Union shall require that all dispense lines (including, without limitation, beer lines) are cleaned in accordance with the manufacturer's recommendations).
- (l) unless otherwise agreed by Craft Union in writing, only sell Products and provide Rented Accommodation in return for cash, credit card and/or debit card payment and not extend credit to customers; and
- (m) not mortgage, charge or pledge any Products or income of the Business.

Part 8 – the Premises

- (a) ensure that the Premises are secured except so far as is necessary for the conduct of the Business;
- (b) ensure that the keys to the Premises shall at all times during the operation of the Business be held by the individual who is present at the Premises and responsible for the day-to-day operation of the Business;
- (c) ensure that any and all security alarms are operational, always set as required and regularly tested;
- (d) comply with all relevant British, European and any other health and safety standards that may be applicable including but not limited all statutory and other legal requirements and regulations of local authorities and other bodies; and
- (e) notify Craft Union (and any Nominee) immediately of any complaints or warnings received from the police or an environmental health officer or any other authority with regard to the state and condition of the Premises or the conduct of the Business and shall handle such complaints in such way as Craft Union shall from time to time direct (failing which Craft Union shall be entitled to handle such complaints directly as it, in its absolute discretion, thinks fit and Craft Union may charge the Tenant for all resulting expenses).

Part 9 – Amusements & other machines

Only install those amusements (with or without prizes) machines and such other machines which have previously been authorised by Craft Union and where such machines are provided and maintained by a third party the Tenant shall supply a copy of the appropriate VAT invoice provided by such third party to Craft Union and any other relevant information (and it is further agreed the Tenant shall comply with any relevant directive given by Craft Union or any Nominee (including, but not limited to, ensuring that installed machines are in operation at all times, reporting any breakdown in a timely manner to both the supplier and to Craft Union, complying with the required standards regarding refills as well any other Craft Union Instruction in relation to machines) in respect of the installation operation and maintenance of such amusements and that all income from such amusements (save for any amount that may be legitimately due to a third party) shall vest entirely with Craft Union subject to the provisions of paragraph 6 of the Fourth Schedule of this Agreement).

Part 10 – Takings

- (a) ensure that the Gross Turnover is the property of Craft Union, but pending payment into the Bank Account pursuant to paragraph 3 of the Fourth Schedule is in the sole and absolute custody of the Tenant;
- (b) make good any cash shortages from the tills; and
- (c) be responsible for all forgeries, fraud, theft and un-presented and bounced cheques and any charge levied by the bank which operates the Bank Account for uncleared cheques and to indemnify Craft Union for any loss or expense arising or incurred in connection with the same.

Part 11 – Advertising, Notices & Stationary

So that Craft Union can ensure its compliance with advertising and licensing law as well as ensuring brand protection, not fix or display any notices or posters or other marketing material either inside or outside the Premises that has not been produced and/or supplied by Craft Union or its nominee or where prior written permission has been provided by Craft Union. In the interests of protecting the Craft Union brand, the Tenant may not distribute any stationary to any third parties within or outside the Premises without the prior written permission of Craft Union which it may grant at its discretion.

Part 12 – Customer Satisfaction

Retain full details of all customer complaints or third-party claims (or potential third party claims) which may come to its attention in relation to the Products, Rented Accommodation or the Business and provide such details to Craft Union upon request. Where any such complaints, claims or potential claims are in relation to products, property condition or may pose a risk to the Craft Union business or reputation, the Tenant is required to notify Craft Union immediately, providing all relevant available details. The Tenant shall deal with the same promptly and efficiently and in consideration of any Craft Union Best Practice and in compliance with any Craft Union Instruction (failing which Craft Union shall be entitled to handle such complaints or claims directly as it may, at its complete discretion, think fit and Craft Union may charge the Tenant for all resulting costs and expenses on a full indemnity basis).

Part 13 – Conditions

The following conditions are agreed to be conditions which, if breached, would be irremediable:

- (a) doing anything that would bring Craft Union or anything in relation to the Premises or the Business into disrepute; or
- (b) being abusive to or committing any violent act against a customer of the business or any employee of Craft Union or any associated group company; or
- (c) stealing or attempting to steal from Craft Union (or if either of them do anything to assist a third party in doing so); or
- (d) undertaking or permitting any act to be undertaken that results in an actual or threatened review of any of the licences required to operate the Business or places any such licences in jeopardy; or
- (e) closing the Business during the hours which Craft Union has said that the Business should be open for trade (save in cases of emergency); or
- (f) failure to notify Craft Union of any notifications (such as notices, letters, emails, etc.) which are received in relation to any actual or potential enforcement action or which refer to any visits from a regulatory authority in relation to the Business or the Premises.

THE THIRD SCHEDULE

SUPERVISOR'S INDEMNITY

- 1 The Supervisor hereby agrees and covenants to indemnify and keep indemnified Craft Union on a full indemnity basis from and against any and all loss (including, but not limited to, consequential loss), damage, claims, demands, liability, expenses, fees and/or costs (including the cost of enforcement and legal costs), suffered or incurred by Craft Union notwithstanding:
- (a) the existence or non-existence or validity or invalidity of any other security taken or expected to be taken by Craft Union or any enforcement of or failure to enforce or the release discharge or expiry of any such security;
 - (b) any amendment to or variation of the terms of this Agreement or any obligations arising out of it or any security relating thereto or any assignment thereof or of this Agreement;
 - (c) any release of or granting of time or any other indulgence to the Tenant or any third party; or
 - (d) any other act, event or omission which would or might but for this Third Schedule operate to restrict, release, impair or discharge the Tenant's liability hereunder.
- 2 Without prejudice to paragraph 1(c) of this Third Schedule any release, compromise or discharge of the obligations of the Supervisor shall be deemed to be made subject to the condition that it will be void against Craft Union if any payment or security which it may receive or have received is set aside or proves invalid for whatever reason.
- 3 The obligations of the Supervisor under this Agreement shall be joint and several and unconditional and the Supervisor shall be fully liable whether or not any action has been taken to enforce the obligations of the Tenant any judgement has been obtained against the Tenant or the Tenant has become Insolvent or there has been a change in the control of the Tenant.
- 4 The Supervisor shall not, without the prior written consent of Craft Union, prove in the liquidation or winding up of the Tenant in competition with Craft Union with such consent to be granted by Craft Union (or otherwise) acting in its absolute discretion.
- 5 Any sums due to Craft Union from the Supervisor under the indemnity provided in paragraph 1 of this Third Schedule shall carry interest (before as well as after judgement) calculated daily from the date of demand until payment in full at the annual rate of 4 per cent above the base lending rate of the National Westminster Bank plc.
- 7 The Supervisor shall at all times be a named director of the Tenant and shall be actively involved in the operation of the Tenant, acting dutifully and in good faith towards Craft Union.

THE FOURTH SCHEDULE

FINANCIAL OBLIGATIONS

- 1 Craft Union shall be entitled to set off any amount owed to it by the Tenant (under this Agreement or otherwise) against any amount payable by Craft Union to the Tenant. The Tenant shall (subject to paragraph 5 of this Fourth Schedule) pay all amounts due under this Agreement in full without any deduction, set off or abatement on any grounds.
- 2 The Tenant shall deposit the Gross Turnover into the Bank Account at such intervals and in such a manner as Craft Union or its Nominee shall notify to the Tenant from time to time. Pending payment of the Gross Turnover into the Bank Account the Gross Turnover shall be held by the Tenant on trust for Craft Union and the Tenant shall not mix the Gross Turnover with any other monies or pay the Gross Turnover into any other overdrawn bank account and shall at all times be identifiable as monies belonging to Craft Union. For the avoidance of doubt the Tenant agrees that it shall not pay any monies received by it in the course of the Business into any account other than the Bank Account and shall not delay for any reason in depositing the monies received by it into the Bank Account. The Tenant agrees to ensure that no cheques (personal or otherwise) are accepted or banked through the Bank Account. The Tenant shall not accept any consideration for Products or Rented Accommodation other than money consideration.
- 3 The Tenant shall supply Craft Union with a revenue sheet for each week during which the Business is operated (in such a form as to be approved by Craft Union or its Nominee), with such sheet to be received by Craft Union (or Nominee) no later than Tuesday in the Week following the Week to which such revenue sheet relates.
- 4 In consideration of the Tenant's performance of its obligations pursuant to this Agreement Craft Union will pay to the Tenant the Operating Fee together with any other sum (if any) payable by Craft Union to the Tenant under the terms of this Agreement or as agreed from time to time in writing but less any monies that may be due and owing from the Tenant to Craft Union (howsoever accruing).
- 5 The Operating Fee shall be due and payable to the extent that Craft Union receives payment from the Tenant of the Gross Turnover to which it relates. The Tenant shall calculate and notify Craft Union in writing of the amount of the Operating Fee falling due to the Tenant in each Week. Subject to Craft Union having received a revenue sheet as required under paragraph 3 of this Fourth Schedule, Craft Union shall then pay to the Tenant the amount of the Operating Fee no later than weekly in arrear on Friday of each Week by either:
- (i) expressly permitting (at its sole discretion) the Tenant to deduct the Operating Fee from the Gross Turnover; or
 - (ii) by electronic transfer into a bank account held in the name of the Tenant (including, but not limited to) by BACS;
- SAVE THAT any sums payable under paragraph 6 of this Fourth schedule shall be payable in quarterly installments (or such other period as Craft Union may determine). The Tenant acknowledges that any delay in depositing the Gross Turnover pursuant to paragraph 2 of this Fourth Schedule and/or delay in supply of a revenue sheet pursuant to paragraph 3 of this Fourth Schedule may result in a delay of payment of the Operating Fee (or part of it).
- 6 Provided that the Tenant has:
- (i) complied at all times with the Craft Union Instructions in respect of any machines that have been installed at the Premises pursuant to Part 9 of the Second Schedule of this agreement; and
 - (ii) subject to the Tenant having provided management services for the Premises for the entire duration of such four week period;
- Craft Union shall pay the Machine Fee to the Tenant periodically in arrears (and such periods shall be no longer than four weeks at a time).
- 7 The Tenant shall supply Craft Union with a copy of the Tenant's VAT certificate including VAT Registration number in relation to the Business before charging VAT to Craft Union. The Tenant shall account properly to the Inland Revenue for such VAT and if registered for VAT shall furnish Craft Union with the appropriate invoices duly recited in respect of the Operating Fee paid to the Tenant which shall be taken to include VAT.
- 8 The Tenant shall permit Craft Union or its representatives or Nominee at all reasonable times to inspect all things material to the Business including the Premises and for this purpose to enter the Premises when required.
- 9 The Tenant shall not make any income or profit from the conduct of the Business other than by means of the Operating Fee, Profit Overachievement Incentive, and Machine Fee unless otherwise agreed in writing by Craft Union acting at its absolute discretion.
- 10 Craft Union shall reward the Tenant for overachievement in making profit when assessed against their Budget, measured in accordance with the first page of this Agreement (Summary of Terms)

- 11 Monies paid to the Tenant by Craft Union shall represent the Tenant's sole remuneration for its performance of its obligations under this Agreement and the Tenant shall not be entitled to reimbursement by Craft Union in respect of any out-of-pocket or other expenses incurred by the Tenant in connection with the performance of such obligations (including without limit any expenses, costs and/or remuneration payable by the Tenant to any Employee), all of which expenses shall be for the sole account of the Tenant. Such monies shall be paid by Craft Union to the Tenant and all taxes, levies or other deductions of any kind whatsoever which may be made from the same or required to be paid by either party in respect of the same shall be for the account of the Tenant.

- 12 The Tenant and the Supervisor undertake that they shall not during the continuance of this Agreement or after its termination open or attempt to open or maintain any bank account in a name incorporating the name or something that could be reasonably be associated with the name or any trading name of Craft Union (or any group company of Craft Union) or any imitation thereof or use a name implying any connection with Craft Union or its business interests.

THE FIFTH SCHEDULE

AGREEMENTS

Part 1 - INTELLECTUAL PROPERTY RIGHTS

- (a) Neither the Tenant nor the Supervisor shall acquire any rights in respect of any names, marks or other intellectual property rights of Craft Union or any company within the same group of companies as Craft Union (and such limitation on acquisition shall expressly extend to any social media and websites that may be connected to or advertises the Premises and/or the Business);
- (b) If the Tenant and/or the Supervisor shall in any way acquire any such rights of title referred to in paragraph (a) of Part 1 of this Fifth Schedule then the Tenant and/or the Supervisor shall immediately inform Craft Union and shall forthwith take such steps as may be required by Craft Union to assign such rights or vest such title in Craft Union;
- (c) After the termination of this Agreement neither the Tenant nor the Supervisor shall register any company name or trade mark which incorporates or use any names or marks used by Craft Union or any words so nearly resembling such names or marks as to be likely to cause confusion or deception and will ensure that the Employees, its servants, agents and officers will also not use any such name, mark or word. Nor will the Tenant and/or Supervisor after termination, represent itself in any way as being or having been connected with Craft Union or the Business without the prior written consent of Craft Union; and
- (d) At any time during the currency of this Agreement or after termination of this Agreement the Tenant shall be obliged upon request to provide such details and documentation as may be required by Craft Union to allow it to assume ownership and/or control of any such items referred to in paragraph (a) of Part 1 of this Fifth Schedule.

Part 2 - CONFIDENTIALITY AND NON-COMPETITION

- (a) Without prejudice to Part 2 of the Second Schedule neither the Tenant nor the Supervisor shall at any time during the course of this Agreement or at any time after its termination (for whatever reason) disclose to any third party any information in any way relating to the trade or business of Craft Union, or the Products, disclosed to the Tenant and/or Supervisor by or on behalf of Craft Union or otherwise obtained by the Tenant and/or Supervisor as a result of their association with Craft Union, which is not generally available in the public domain unless such disclosure may be necessary in connection with the promotion and sale of the Products under this Agreement or required by law.
- (b) Nothing in this Agreement shall prevent Craft Union from disclosing the existence of this Agreement and its contents for any reasonable purpose.

Part 3 - ACCOMMODATION AND PREMISES

- (a) Craft Union hereby gives to the Tenant permission to allow the Supervisor (being an employee of the Tenant who acts as the Designated Premises Supervisor for the purposes of the Licensing Act 2003) (and his/her partner and children (if any) and such other people as Craft Union agrees in writing acting at its sole discretion) permission to reside in the Domestic Accommodation or such parts of the Domestic Accommodation as Craft Union shall specify during the Term in order to facilitate the proper discharge of the Tenant's obligations pursuant to this Agreement and the Tenant agrees to allow the Supervisor to reside in the Domestic Accommodation for the duration of the Term only (or such other period as may be agreed by Craft Union), subject to the following terms;
 - (i) the Domestic Accommodation (or the relevant parts) shall be provided to the Supervisor free of charges for gas and electricity (but not Council Tax or such other equivalent tax from time to time for which the Tenant and/or Supervisor shall be responsible);
 - (ii) the Supervisor (with his or her partner and such other people authorised by Craft Union pursuant to paragraph (a) of Part 3 of this Fifth Schedule (if any)) whilst an employee of the Tenant will reside in the Domestic Accommodation by virtue of a service occupancy agreement and no tenancy is intended to be created hereby nor shall the Tenant or Supervisor through any act or omission create a house of multiple occupation within the Domestic Accommodation or any other part of the Premises;
 - (iii) any rights to occupy the Domestic Accommodation shall terminate automatically and without any requirement as to notice at the determination of the term hereof or of the Tenancy or of the Supervisor's employment or if the Supervisor ceases personally to reside in the Domestic Accommodation at any time;

PART 3 - TERMINATION CONSEQUENCES

On the termination of this Agreement from any cause:

- (a) the Tenant shall forthwith to cease carrying on the Business.
- (b) the Tenant shall at the request of Craft Union promptly return to Craft Union or otherwise dispose of as Craft Union may instruct, all Products, advertising material, and other materials, documents and papers whatsoever sent to the Tenant and relating to the Business (other than correspondence between Craft Union and the Tenant) which the Tenant may have in its possession or under its control.
- (c) subject to any time or indulgence granted by Craft Union pursuant to paragraph (a) of Part 3 of this Fifth Schedule (in respect of the Domestic Accommodation only) the Tenant and Supervisor and/or any other duly authorised third party who occupies the Domestic Accommodation shall vacate the Premises immediately leaving it in the state and condition required pursuant to this Agreement save that the parties may agree that vacant possession is given to Craft Union prior to the date of termination and upon such provision Craft Union shall have the exclusive right to occupy the Domestic Accommodation at the Premises.
- (d) the Tenant shall furnish Craft Union within seven days of termination with a complete and accurate up to date account of all transactions subsequent to those shown in the accounts last submitted to Craft Union.
- (e) neither the Tenant nor the Supervisor shall do anything that may damage the goodwill of the Business in any way.
- (f) the Supervisor and the Tenant shall co-operate with Craft Union to affect an efficient and speedy transfer of all licences and certificates pertaining to the Business into the name of such person as is nominated by Craft Union.
- (g) notwithstanding paragraph (h) of Part 3 of this Fifth Schedule neither the Tenant nor the Supervisor shall be entitled to any type of commission on transactions concluded after the termination from any cause of this Agreement.
- (h) subject as otherwise provided in this Agreement, the termination of this Agreement (for whatever reason) shall not affect the respective rights and liabilities of each of the parties accrued prior to such termination and shall not affect or prejudice any provision of this Agreement which is (expressly or by implication) provided to come into effect on, or continue in effect after, such termination or expiry.
- (i) if and to the extent that the Tenant and/or Supervisor becomes entitled by law to any payment by virtue of the termination of this Agreement (and no admission is made by Craft Union in respect thereof) any such payment shall not be calculated by way of compensation.
- (j) if a notice has been served by either party pursuant to Part A of the Notice Period Section of the Summary of Terms and the Tenant continues to trade and operate the Premises for the Business up to the date of termination then it is hereby agreed that any fees payable to the Tenant pursuant to paragraph 4 of the Fourth Schedule shall be calculated based upon all sales made up to the date of termination and the payment due to the Tenant shall be made by Craft Union, following the deduction of any outstanding sums due to Craft Union and/or any third party from the Tenant, by electronic transfer into a bank account held in the name of the Tenant, within 10 days of the date of termination or the date on which full vacant possession of the Premises are delivered to Craft Union (whichever is the later).
- (k) if a notice has been served by either party pursuant to Part A of the Notice Period Section of the Summary of Terms and Craft Union have (acting entirely at their discretion) served notice upon the Tenant confirming that Craft Union do not require the Tenant to continue to trade and operate the Premises for the Business during the notice period then Craft Union shall make a single fixed payment to the Tenant equal to 8% of the Net Revenue of all:

- i. Wet Products; and
- ii. Food; and
- iii. Rented Accommodation

based upon the average figures for these items over the 6 weeks prior to the service of the notice, such payment to be made within 10 days of the date of termination or the date on which full vacant possession of the Premises are delivered to Craft Union (whichever is the later). This payment shall be the Tenant's sole and exclusive remedy in respect of Craft Union's termination of this Agreement in this manner.

- (l) in the event that the Tenant and/or the Supervisor and/or any other third party whom are occupying the Domestic Accommodation fail to provide full vacant possession in accordance with this Agreement then Craft Union shall have the right to levy a charge (which may be offset against or deducted from any monies which are due to the Tenant) which is equal to the open market rent of the Domestic Accommodation at the Premises (assuming that the Domestic Accommodation was to be independently let on standard commercial residential lettings terms) on a pro rata basis from the date on which vacant possession should have been delivered up to and including the date on which vacant possession is delivered to Craft Union.
- (m) the Tenant shall immediately make payments to all Employees in respect of all outstanding salaries and monies due to them for hours worked (which payments shall not, for the avoidance of doubt, extinguish any other or subsequent liabilities owed to them)

- (n) the Tenant shall immediately provide to Craft Union, and thereafter keep updated, the Employee Information along with anonymised details of weekly or monthly pay for each of the Employees in the previous 12 months.
- (o) immediately upon a Transferee Employer being identified and notified to the Tenant provide to that Transferee Employer, and thereafter keep updated, the Employee Information and all other information required to satisfy the Tenant's duties to provide employee liability information pursuant to TUPE.
- (p) in respect of the transfer of employment of the Employees to any Transferee Employer the Tenant shall fully comply with its duties to inform and consult under TUPE and shall provide and facilitate all requested access to and contact with the Employees as any Transferee Employee or Craft Union shall request.
- (q) otherwise and generally and without prejudice to (m), (n), (o) and (p) in this Part 3 of the Fifth Schedule the Tenant shall at all times comply with their duties under TUPE.

PART 4 - APPOINTMENT OF MANAGER

In the event of the Supervisor (or any of them) dying during the currency of this Agreement or in the event of incapacity of the Supervisor (or any of them) then at the election of Craft Union acting at its absolute discretion Craft Union may:-

- (a) agree to the appointment of an alternative Supervisor nominated by the Tenant; or
- (b) Craft Union shall be entitled (but not obliged) to provide an independent third party to manage the Business for such period as Craft Union determines at its sole discretion following the date of death or incapacity. Craft Union shall be entitled to be reimbursed for all costs and expenses incurred as a result of such appointment including without limit a remuneration package for the third party (including, without limitation travelling costs, accommodation and subsistence expenses plus any VAT). Payment of all such costs and expenses shall be made weekly in arrears on each Friday. Craft Union shall not have any liability for any act neglect or default of or by the independent third party.

PART 5 - FORCE MAJEURE

Craft Union shall not be liable for any failure to perform any of its obligations under this Agreement due to any cause whatsoever beyond its control such as (but not limited to): acts of God, governmental intervention or restriction, import or export regulations, war, riots, strikes or trade disputes (including by and with Craft Union's own employees), lock outs, fires, flood, breakdowns of plant machinery or vehicles, power failure, inadequate performance or failure of or incorrect processing by computer systems, mechanical failures, disruption of energy supplies, interruption of transport, default of suppliers or subcontractors.

PART 6 - GENERAL

- (a) under no circumstances shall Craft Union be liable to the Tenant and/or the Supervisor for any unforeseeable, indirect, economic or consequential losses (including, without limitation, loss of profit) whatsoever or howsoever suffered by the Tenant or the Supervisor except as expressly provided for in this Agreement;
- (b) nothing in this Agreement shall exclude or limit the liability of Craft Union for death or personal injury caused by its negligence or for fraudulent misrepresentation;
- (c) this Agreement and the Tenancy contains the whole agreement between the parties with respect to all matters referred to herein and supersedes all earlier warranties, representations or statements made by the parties (whether orally or in writing). All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied (whether by statute, common law or otherwise), are excluded to the fullest extent permitted by law;
- (d) the Tenant and Supervisor acknowledge and agree that Craft Union has made no representations of minimum or guaranteed profits from the Business upon which the Tenant or Supervisor has relied in entering into this Agreement. The Tenant and Supervisor acknowledge that they have been advised by Craft Union to discuss their intention to enter into this Agreement with other service providers to Craft Union and to take independent legal advice and other professional advice and that they have decided on the basis of their own judgement and what they have been told by their legal or other professional adviser whether or not to enter into this Agreement. The Tenant and Supervisor further acknowledge that they recognise that the business venture contemplated by this Agreement involves business risks and that its success will be affected by the Supervisor's ability and commitment as an independent business person;
- (e) in the event of any legislation (or any regulation pursuant thereto) enacted after the date of this Agreement requiring or permitting a person such as the Tenant to comply with any scheme or arrangement which would enable Craft Union to make payments pursuant to

this Agreement without the need to withhold tax under the PAYE regulations and deduct or pay National Insurance Contribution it shall be a condition of further payment to the Tenant that the Tenant complies with such regulation or becomes part of any such scheme or arrangement;

- (f) any failure or delay by Craft Union to enforce any right, privilege or remedy conferred upon it by this Agreement shall not be regarded as a waiver of such right, privilege or remedy. Any right, privilege or remedy conferred by this Agreement shall only be waived by Craft Union if such waiver is made expressly and in writing. Further, any delay by Craft Union in enforcing, failure to enforce and/or waiver of any right, privilege or remedy shall not prevent the enforcement by Craft Union of such right, privilege or remedy in any other instance at any subsequent time nor shall it prevent the enforcement by Craft Union of any other right, privilege or remedy;
- (g) it is hereby confirmed by the parties that the Tenant shall be deemed to be in occupation of the Property for the purposes of business rates and any associated reliefs;
- (h) if any provision of this Agreement is or becomes void, voidable, illegal or otherwise unenforceable, then the remaining provisions shall remain in full force and effect unless the parties agree in writing that the effect of such declaration is to defeat the original intention of the parties in which case this Agreement shall terminate forthwith;
- (i) where the Supervisor consists of two or more persons then all covenants, agreements, undertakings, representations and warranties and indemnities by the Supervisor are given jointly and severally. The act or default of any such person shall be deemed to be by all of them;
- (j) nothing in this Agreement shall constitute a partnership or relationship of employer/employee between Craft Union, the Tenant and/or the Supervisor;
- (k) no variation to this Agreement shall be effective unless it is signed in writing by a duly authorised representative of Craft Union;
- (l) neither the Tenant nor the Supervisor shall assign, transfer nor purport to assign or transfer, charge sub-contract or otherwise dispose of, in whole or in part this Agreement or the benefit hereof, to any other person whatsoever without the prior written consent of Craft Union which it may grant or decline acting at its absolute discretion;
- (m) Except where this Agreement specifically states that a notice need not be in writing, any notice given by Craft Union under or in connection with this Agreement shall be:
 - i. in writing and for the purposes of this paragraph a fax is not in writing; and
 - ii. given by email or by hand or by pre-paid first-class post or other next working day delivery service at the Tenant's registered office address or at the Premises address.
- (n) Except where this Agreement specifically states that a notice need not be in writing, any notice given by the Tenant under or in connection with this Agreement shall be:
 - i. in writing and for the purposes of this paragraph an email or fax is not in writing; and
 - ii. given by hand or by pre-paid first-class post or other next working day delivery service at Craft Union's registered office address.
- (o) If a notice complies with the criteria in paragraphs (m) or (n) of this Part 6 of the Fifth Schedule (as applicable), whether or not this Agreement requires that notice to be in writing, it shall be deemed to have been received:
 - i. if delivered by hand, at the time the notice is left at the proper address;
 - ii. if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; and
 - iii. if sent by email, at the time the notice is sent to the Tenant's email address.
- (p) Data Protection

The Tenant confirms that they have no objection to Craft Union:

 - (i) providing appropriate information that Craft Union hold in relation to the Tenant in connection with the Premises or the Business to suitable third parties in relation to the management of this Agreement, both during and after the expiry of the Term;
 - (ii) searching credit reference agencies for information about the Tenant when considering any application for consent or when considering taking action in relation to Your default; and
 - (iii) recording any telephone calls to Craft Union (or any employee of Craft Union) for training and quality control purposes and for keeping a record of communications relevant to the Premises and this Agreement;

and it is hereby agreed that all personal data handling shall be subject to the terms of the Data Processing Agreement which forms part of the Craft Union Instructions; and

- (q) this Agreement, shall be governed by and construed in accordance with the laws of England and Wales and the Tenant and the Supervisor agrees to submit to the exclusive jurisdiction of the English and Welsh Courts.