

[Tenant's full name and Tenant's address]



Premises Entry Training Agreement

Craft Union: means **The Craft Union Pub Company Limited** (registered company number 09429990) and whose registered office is at 3 Monkspath Hall Road, Solihull, B90 4SJ

Insolvency means:

- (a) 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;
- (b) 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), or it being dissolved or otherwise ceasing to exist;
- (c) 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 (a), (d) and (e) shall occur in relation to any one or more of the partners;
- (d) 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;
- (e) 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 (a), (b); and
- (f) 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 (a) to (e) above.

Premises: means the property known as **[insert property address]**

Tenant: means **[FULL COMPANY NAME] Limited** (Company Registration No **[NUMBER]**) of **[REGISTERED OFFICE ADDRESS]**

Training: mean such programme of training that Craft Union consider to be appropriate and required in order to operate a Craft Union branded property as detailed in the attached **[is there a booklet/training sheet, etc that could be appended to each of these agreements, to record the training 'contents' form time-to-time?]**.

Training fee: means the sum of £400.00 (four hundred pounds) per calendar week

1. The parties agree that Craft Union shall provide to the Tenant **[and any nominee of the Tenant whom has been approved to attend the Training by Craft Union in advance]** the Training.
2. Craft Union confirm that during the period of **[two weeks]** that it will take to deliver the Training Craft Union shall pay to the Tenant the Training Fee PROVIDED THAT in the event that any of the following circumstances occur, any Training Fee that has been paid by Craft Union to the Tenant shall be refunded to Craft Union in full (on demand) and any further Training Fee that was due to be paid shall not be payable:
 - (a) the Tenant or any nominee of the Tenant whom has been approved to attend the Training by Craft Union fails to attend any part or parts of the Training; and/or
 - (b) the Tenant or any nominee of the Tenant whom has been approved to attend the Training by Craft Union fails to follow the reasonable directions and/or instructions of Craft Union (or any third party engaged by them to deliver the Training or any part thereof); and/or
 - (c) the Tenant becoming the subject of any Insolvency; and/or
 - (d) the Tenant or any nominee of the Tenant whom has been approved to attend the Training by Craft Union failing to complete the Training for any reason that is within the reasonable control of the party in question; and/or
 - (e) Craft Union terminate this agreement as a result of **[what situations did you want to include, over and above those referred to above, which would enable CU to terminate this agreement?]**
3. The parties agree that:
 - (a) the Tenant shall not 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, but without limitation, extend to any social media and websites); and
 - (b) after the termination of this Agreement (howsoever occurring) the Tenant shall not 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 any employees, servants, agents and officers will also not use any such name, mark or word. Nor will the Tenant, after

termination, represent itself in any way as being or having been connected with Craft Union or the Premises without the prior written consent of Craft Union.

4. The Tenant agrees that:

(a) 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] to suitable third parties in relation to the management of this Agreement, both during and after the expiry of the Agreement;
- (ii) searching credit reference agencies for information about the Tenant when considering any application for consent or when considering taking action in relation to any default by the Tenant; 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 this Agreement;

and it is hereby agreed that all personal data handling shall be subject to the terms of the Data Processing Agreement (a copy of which has been provided to the Tenant); and

- (b) this Agreement, shall be governed by and construed in accordance with the laws of England and Wales and the Tenant agrees to submit to the exclusive jurisdiction of the English and Welsh Courts; and
- (c) acknowledge that this Premises Entry Training Agreement creates no obligation upon either Craft Union or the Tenant to enter into a tenancy of the Premises (or any other premises) and that this Agreement shall not, whether expressly or by implication, be interpreted to be an agreement to lease; and
- (d) this Premises Entry Training Agreement constitutes a contract for the provision of services only and it is not a contract of employment; and
- (e) they shall not to disclose the terms of this Agreement to any third party (unless required to do so by law).

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
[PRINT NAME]	[PRINT NAME]
Position	Position
[INSERT POSITION]	[INSERT POSITION]
Signature date	Signature date