



Investment Tenancy for letting the licensed property known as

Pub Name

Address 1

Address 2

Address 3

Post Code

CHAPTER 1

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CHAPTER 2

BACKGROUND AND UNDERSTANDING THIS LEASE

- 1 The purpose of this note is to assist in the understanding of the structure and commercial rationale of the terms of this **lease**. You and your advisers remain responsible for reviewing and understanding this **lease** in full.
- 2 We (meaning, in this "Background and Understanding this Lease" our details set out in the first panel of **Chapter 3** marked "**we**", "**us**" or "**our**", and which shall include any **group undertaking of us**) are a manufacturer and supplier of certain **drinks** and own an estate of public houses including the **property**. Those public houses are let to tenants who agree to sell from them **drinks** which are supplied by **us** (the obligation to sell those drinks is referred to as a **tie**).
- 3 The **lease** is split into two parts, as follows:
 - 3.1 the **standard lease terms** are contained in the provisions up to and including **Chapter 15**; and
 - 3.2 the commercial terms specific to the **tie** between **us** and **you** are set out in **Chapter 16-Chapter 24** (inclusive) and these are known together as the **tied lease terms**.
- 4 The **tied lease terms** contain certain purchasing obligations, and other commercial terms, specifically relating to the **tie**. The **rent** has been fixed having regard to the **tie** and accordingly is lower than that which might otherwise be payable under this **lease** if those obligations did not exist.
- 5 Given the above, the **standard lease terms** should be read in conjunction with the **tied lease terms** which, in line with the **tie** between **us** and **you**, modify, or add to, a number of the obligations contained within the **standard lease terms**.
- 6 **We** and **you** agree that the "investment exception", as defined in regulation 15 of the **pubs code**, applies to this **lease**.

CHAPTER 3 LEASE PARTICULARS

Parties and Property	
"We" "us" or "our"	Star Pubs Trading Limited (Company Registration Number 03512363) whose registered office is at 45 Mortimer Street, London, England, W1W 8HJ
"You"	[] [of] [(company number) whose registered office is at] []
"Guarantor"	[] [of]
"Property"	The public house known as [] situated at [] as further described in this lease (and which includes the buildings situated thereon), being the subjects demonstratively shown [reflect how the subjects are shown on the Plan – eg "outlined in red" / "tinted pink"] on the plan [Drafting Note: where the Property includes an upstairs residential flat this should be included as part of the leased subjects]

Term	
"Term"	The term of five years from the term start date and ending on [insert date which is the day before the five year anniversary of the term start date]
"Term start date"	[]

Financial Information	
"Rent"	£[] per year
"Deposit"	£[]

GRANT OF LEASE

1 Grant of this lease

1.1 We let the **property** to you;

1.1.1 With the rights listed in clause 2 of **Chapter 5**;

1.1.2 Subject to;

(i) any rights we retain set out in clause 3 of **Chapter 5**; and

(ii) any **third party rights**;

for the **term** provided that you pay by way of rent all the sums detailed in **Chapters 6** and **Chapter 19** (and elsewhere in this **lease**) and comply with all of your obligations in this **lease**.

1.2 All of you we and the guarantor agree all the terms of, and will meet our respective obligations in the **Chapters** to this **lease** and will keep to them.

1.3 The guarantor agrees with us to meet with all their obligations set out in **Chapter 12**.

CHAPTER 4 DEFINED WORDS

The purpose of this **Chapter** is to explain and define words used in this **lease** that may have a special meaning. In this **lease** the following terms have the meaning set opposite them. The terms then appear in bold in the remainder of this **lease**.

Action Plan	an action plan as defined in the AEP Regulations for the property
AEP Regulations	the Assessment of Energy Performance of Non-domestic Buildings (Scotland) Regulations 2016
Agent	any staff workmen customers or anyone acting with the authority (or implied authority) of either you or us (as appropriate);
Bank	such UK clearing bank which you or we use (as appropriate);
Business Day	a day, other than a Saturday or a Sunday, on which clearing banks are open for commercial business in both Glasgow and Edinburgh;
Chapter	a Chapter of this lease ;
Consent	a written permission which we may (but do not have to) give and which may be subject to conditions (including time limits);
Contaminative substance	any substance or thing on beneath or in the vicinity of the property which is dangerous inflammable combustible explosive corrosive or of an offensive nature or which may in any way cause pollution injury or harm by percolation corrosion contamination migration release or otherwise;
DEC	a display energy certificate as defined in regulation 11 of the AEP Regulations for the property
Designated premises supervisor	the premises manager of the property within the meaning of Section 19 of the Licencing (Scotland) Act 2005;
Drinks	all beverages;
Energy Certificate	an EPC , DEC or action plan or any combination of them as required
Environmental Performance	the efficiency of the:- <ul style="list-style-type: none"> (a) consumption of energy (b) consumption or use of water (c) waste generation and management and (d) consumption of other resources involved in the use and/or operation of the property , and any other environmental impact arising from the use and/or operation of the property
EPC	an energy performance certificate in terms of the Energy Performance of Buildings (Scotland) Regulations 2008

Exit Statement	<p>a reconciliation of your account with us showing:</p> <ul style="list-style-type: none"> (a) such sums as you owe to us (whether under this lease or otherwise); (b) any part of the deposit that has not been appropriated by us in accordance with this lease; (c) any part of the repair fund that we hold in accordance with this lease; and (d) any other sums rightfully due to you, <p>and any estimated cost of expenditure required to bring the property into the condition as required by this lease and as certified by a surveyor will be a sum deemed rightfully due to us</p>
Fixtures	any bar back fittings, central heating systems, sanitary ware, cellar cooling equipment and any other items situated on the property which can ordinarily be classed as landlord's fixtures [(and, insofar as they are present at the property at the date of this lease, the landlord's retained items)]
Group undertaking	has the meaning given by section 1161 of the Companies Act 2006 (and related terms on which that definition relies are to be construed accordingly)
Improvement Measures	building improvement measures as defined in regulation 6(3)(c) of the AEP Regulations
Income	the wholesale profit from selling tied drinks and other profits which we make from the property (excluding rent) during the 12 months prior to an event occurring which prevents the property being used wholly or in part for the business ;
Insurance	a policy insuring the property and the licences against loss or damage by fire and such other perils as we consider desirable (including our loss of rent and income for 2 years) in such sum as we think is sufficient to reinstate the property plus sufficient sum to cover all professional fees demolition shoring up and site clearance but subject to a reasonable excess;
Insured risk	the risks against which we decide to insure from time to time;
Interest	3% above the published base rate of our bank or the statutory rate of interest on judgment debts whichever shall be the greater;
Lease	this deed and any document supplemental to it;
Legislation	any statute or any order, instrument or regulation made under it, or any notice or order issued by a government department or local public regulatory or other authority
Liability Period	the period during which you are bound by the tenant's obligations in this lease ;
Licences	any permit licence or certificate of whatsoever nature whether required by legislation or otherwise which is required or expedient to operate the business at the property ;

Manager	any person employed by you to manage the business ;
Month	calendar month;
Personal licence	a licence granted to an individual within the meaning of Section 71 of the Licensing (Scotland) Act 2005;
Plan	the plan forming Part 3 of the schedule , which plan is demonstrative only
Premises licence	the licence granted for the property within the meaning of Section 17 of the Licensing (Scotland) Act 2005 including (for the avoidance of doubt) any variations or substitutes obtained during the term ;
Pubs Code	the Scottish Pubs Code as set out in the Scottish Pubs Code Regulations 2024
Rates	all business rates council tax or similar local taxes or charges assessed upon the property but not including any tax (other than VAT) which we pay as a result of receiving rent or out of any dealing by us with our interest in this lease ;

Relevant event

any of the following events or circumstances:

- (a) **you** going into liquidation, including provisional liquidation or a petition being presented or resolution proposed or passed for your liquidation;
- (b) **you** having a receiver appointed in respect of any part of your undertaking or assets;
- (c) **you** (not being a corporate body) having your estates sequestrated or becoming insolvent or apparently insolvent or signing a trust deed for creditors or effecting or proposing any general composition with your creditors;
- (d) **you** being dissolved, struck off or otherwise ceasing to exist;
- (e) **us** serving notice on **you** that an event has occurred which entitles **us** to irritate the **lease**;
- (f) the **lease** being terminated by reason of irritancy (which for the avoidance of doubt includes without limitation the circumstances of termination set out in clause 1 of **Chapter 13**);
- (g) **you** having an administrator appointed or a petition being presented for the appointment of an administrator or notice of intention to appoint an administrator being given;
- (h) **you** commencing negotiations in relation to, entering into proposing or making, instituting or giving notice of or indicating an intention to institute a voluntary arrangement or composition in respect of your debts (or any class of them) or affairs including a company voluntary arrangement, a scheme of arrangement or restructuring plan, or any court order is made or meeting is held in relation to any such arrangement or composition, or approval of any of such arrangement or composition takes effect;
- (i) a moratorium procedure is commenced or steps are taken to obtain a moratorium (including a moratorium in terms of Part A1 of the Insolvency Act 1986), or any other proceedings for the benefit of your creditors are commenced under any law, regulation or procedure relating to the reconstruction or readjustment of debt;
- (j) **you** becoming unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
- (k) **you** entering into a compromise or arrangement under Part 26 or Part 26A of the Companies Act 2006 or Part I of the Insolvency Act 1986; or
- (l) an event occurs in any jurisdiction in relation to **you** which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (k) of this definition

Rent payment days	the first working day in each week (or such other date as we may specify) starting on the term start date ;
Schedule	the schedule annexed and executed as relative hereto;
Schedule of Condition	the schedule of condition prepared by [] and dated [], a copy of which has been retained by each of you and us;
Services package	the package of statutory tests and inspections, and cellar cooling maintenance services, as offered to you by us in respect of the property ;
Services package charge	the amount we periodically and reasonably determine as being the cost of providing the services package to you;
Signage	such signs insignia and advertisements attached to or forming part of the property displaying any trademarks and/or the name board of the property ;
Standard conditions	our standard terms and conditions for sale of drinks and/or other goods and services which we publish from time to time and which may be set out on the rear of our invoices;
Surveyor	a suitably qualified chartered surveyor who shall specialise in the licensed trade and if the parties cannot agree on the identity of a surveyor then either party may ask the chair of the Scottish branch of the Royal Institution of Chartered Surveyors to appoint one;
Tenant's fittings	the moveable trade fittings furniture effects stock glassware or other articles used in operating the business ;
Term	the term of years created by this lease ;
Third party rights	all rights, obligations and restrictions affecting the property including any matters referred to at the date of this lease in our title to the property ;
Trademarks	all or any trademarks whether registered or unregistered which we use from time to time in relation to our business;
VAT	Value Added Tax or any tax of a similar nature;
Working day	any day except a Saturday Sunday or a bank holiday in England or in Scotland; and
Year	any period of 12 months commencing on the term start date or any anniversary of the term start date .

CHAPTER 5

THE PROPERTY

The purpose of this **Chapter** is to describe what rights the **property** benefits from and the rights that are excluded or reserved for the benefit of others.

1 Description

- 1.1 The name and address of the **property** is described in **Chapter 3**.
- 1.2 The **property** does not include:
 - 1.2.1 Any of the rights (or similar rights) at the **property** mentioned in clause 3.8 of this **Chapter 5**; or
 - 1.2.2 The airspace above or the sub soil (or the minerals or any rights to the minerals) below the **property**.

2 Rights you have

- 2.1 You can use all rights of way, water, air, drainage, passage of gas and electricity, support and you have use of all sewers, drains, pipes, wires, and cables for those services and any other rights enjoyed by occupiers of the **property** and which are needed in order to use the **property** for the **business** (so far as any of these subsist for the benefit of the **property** and are within our power to grant the same).
- 2.2 There shall not be implied for the benefit of the **property** any servitudes, wayleave rights or other matters including rights of light or air which would restrict or otherwise limit our right to use any of our adjoining or retained land for any purpose whatsoever.

3 Rights we have

We let the **property** subject to the following reservations in our favour (and in favour of any other persons having relevant rights or requirements):

- 3.1 The right to use all conduits which are now or may in the future be in on over or under the **property**.
- 3.2 All rights including rights of support air and light used and enjoyed in connection with any neighbouring premises to from over or through the **property** as may exist during the **term**.
- 3.3 The right on giving reasonable notice (except in cases of emergency) to enter the **property** to repair clean alter renew and make connections with any conduits or any of them but we will make good any damage caused to the **property** in exercising this right and will cause as little interference to you as is reasonably practicable.
- 3.4 The right to use any of our adjoining premises as we think fit even if your enjoyment of the **property** may be harmed.
- 3.5 The right to pass and re-pass across such parts of the **property** as we may reasonably require (not including any building on the **property**) for the purpose of gaining access to or egress from any adjoining premises for whatever reason.
- 3.6 The right on giving reasonable notice (except in cases of emergency) to enter the **property** to build onto or into any boundary of the **property** or carry out repairs alterations or improvements to any of our adjoining premises but we will make good

any damage caused to the **property** in exercising this right and will cause as little interference to you as is reasonably practicable.

3.7 The right to enter the **property** at any time for all purposes relating to any rights or obligations created by this **lease**.

3.8 The right to:

3.8.1 Place hoardings and advertisements on any outside walls of the **property** and to install on in or at the **property** any aerials or telecommunications installations or other electronic equipment (together with all associated fixings wirings and electrical installations and connections);

3.8.2 Retain any rent or other income from the equipment detailed in clause 3.8.1; and

3.8.3 Install in or at the **property** any **drinks** raising or dispensing equipment or flow meters, **drinks** dispense information equipment and/or any associated equipment;

together with the right to service maintain repair replace calibrate and renew such items.

3.9 The right for us our **agents** and invitees to enter the **property** in connection with any reletting or sale of the **property** as detailed in clauses 4.1.1 and 4.1.2 of **Chapter 13**.

3.10 The right on giving reasonable notice (except in cases of emergency, when no notice will be required) to enter the **property** to:

3.10.1 carry out at our cost (except where you have carried out any works which have negatively impacted the EPC rating or effectively created a requirement for works under an **action plan** which would have otherwise not been required) **improvement measures** to the **property** which are specified in any **action plan**

3.10.2 review or measure the **environmental performance** of the **property** including to install, inspect, clean, maintain, replace and to take readings from metering equipment, heat cost allocators and thermostatic radiator valves within or relating to the **property** and to prepare and display an **energy certificate**

but in exercising the rights in clause 3.10 we will make good any damage caused to the **property** and will cause as little interference to you as is reasonably practicable.

CHAPTER 6 PAYMENTS

The purpose of this **Chapter** is to explain how you must pay **rent** and how we can deal with those payments and our obligations relating to those payments.

- 1 **You must:**
 - 1.1 Pay us in advance each week the rent on the **rent payment days**;

and you must not deduct or set off any amounts which you believe we owe you. Any payment due for a period of less than a week will be apportioned.
 - 1.2 Pay (i) all **rates** relating to the **property** or the **business** and (ii) charges levied by the providers of any gas, electricity, water, telecommunications or other services to the **property** or the **business**.
 - 1.3 Pay us the **deposit** on or before the **term start date**. You agree that the **deposit** will be held in our name and belong to us.
 - 1.4 Pay all **VAT** due on all payments due under this **lease**.
 - 1.5 Pay us on an indemnity basis all costs, charges, fees and expenses (including solicitors and surveyor's fees) which we or our mortgagees or any superior landlord incur for the purposes of or incidental to:
 - 1.5.1 The contemplation, preparation, or service of any notice under the terms of this **lease**; or
 - 1.5.2 In connection with recovery of:
 - (i) Possession of the **property**; or
 - (ii) Any monies owing under the terms of this **lease**; or
 - 1.5.3 Rectifying any default by you in complying with this **lease**;even if irritancy is avoided whether by any order granted by the Court or otherwise.
 - 1.6 Pay us on an indemnity basis all costs, charges, fees and expenses (including solicitors and surveyor's fees) which we or our mortgagee's or any superior landlord incur for the purposes of or incidental to any application for a **consent**.
 - 1.7 Repay us on demand any costs or expenses which we may incur as a debt due if we elect to carry out any repairs or maintenance under clause 1.7 in **Chapter 8**.
 - 1.8 Pay us **interest** on any monies that you owe us and which you do not pay us as they become due.
 - 1.9 Pay us within 14 days of demand the cost we incur in taking out and maintaining **insurance** of the **property** together with the amount of any **insurance** excess we may be subject to.
 - 1.10 Pay us a fair proportion of the cost of services and matters from which the **property** benefits in common with other premises (including but not limited to) the cost of maintaining things used in common, insurance premia and all factoring and other management charges.

2 **Method of payment to us**

- 2.1 All payments to us shall be by variable direct debit or as we may otherwise reasonably specify (including cash with order).
- 2.2 We may give less than 10 (but never less than 2) **working days'** notice of any sum to be collected by us from your **bank** by variable direct debit.

3 **Rent reduction**

- 3.1 If part or all of the **property** cannot be used for the **business** because of damage covered by **insurance** the **rent** and other charges under this **lease** shall be cancelled or reduced as appropriate during the relevant period (up to a maximum of 2 years).
- 3.2 The provisions of clause 3.1 shall not apply if the insurers do not pay under the policy because of something done or not done by you or your **agent**.
- 3.3 Any dispute as to how this clause 3 applies will be settled in accordance with **Chapter 14**.

4 **Appropriation and deposit**

- 4.1 We have the right to appropriate any of your money which we may have (or any money we may owe you) to any of your liabilities regardless of whether you have expressed or intended such monies to be paid.
- 4.2 If your account with us is overdue then we may appropriate the whole or part of the **deposit** up to the extent of the overdue indebtedness and in such event the amount so appropriated shall be a debt immediately payable by you.
- 4.3 On each occasion that you are in breach of any of your obligations under the **lease** and such breach has not been remedied within such reasonable time as may be determined by us (having regard to the nature and extent of the breach) and notified in writing to you, we may appropriate the whole or part of the **deposit** up to the extent of a sum or sums plus any VAT chargeable on them as will meet or go towards meeting the cost to us of making good such breach and all loss suffered by us as a consequence of such breach (including, without prejudice to the foregoing generality, the professional costs properly incurred by us) and in such event the amount so appropriated shall be a debt immediately payable by you.
- 4.4 If:
 - 4.4.1 you go into liquidation, including provisional liquidation or a petition is presented or resolution proposed or passed for your liquidation;
 - 4.4.2 you have a receiver appointed in respect of any part of your undertaking or assets;
 - 4.4.3 you (not being a corporate body) have your estates sequestrated or become insolvent or apparently insolvent or sign a trust deed for creditors or effect or propose any general composition with your creditors;
 - 4.4.4 you are dissolved, struck off or otherwise cease to exist;
 - 4.4.5 you have an administrator appointed or a petition is presented for the appointment of an administrator or notice of intention to appoint an administrator is given;
 - 4.4.6 you begin negotiations in relation to, enter into, propose or make, institute or give notice of or indicate an intention to institute a voluntary arrangement or composition in respect of your debts (or any class of them) or affairs

including a company voluntary arrangement, a scheme of arrangement or restructuring plan, or any court order is made or meeting is held in relation to any such arrangement or composition, or approval of any of such arrangement or composition takes effect;

- 4.4.7 a moratorium procedure is commenced or steps are taken to obtain a moratorium (including a moratorium in terms of Part A1 of the Insolvency Act 1986), or, any other proceedings for the benefit of your creditors are commenced under any law, regulation or procedure relating to the reconstruction or readjustment of debt;
- 4.4.8 you become unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986;
- 4.4.9 you enter into a compromise or arrangement under Part 26 or Part 26A of the Companies Act 2006 or Part I of the Insolvency Act 1986;
- 4.4.10 an event occurs in any jurisdiction in relation to you which is analogous to, or which has a substantially similar effect to, any of the events referred to in clauses 4.4.1 – 4.4.9; or
- 4.4.11 this **lease** is irritated,

we may appropriate the whole of the **deposit**.

4.5 **Replenishment of the deposit**

You will ensure that the balance of the **deposit** held is always at least equal to the **deposit** sum by paying any balance shortfall to **us** forthwith after it has arisen as a result of a withdrawal made under this paragraph 4.

5 **Payments by us**

As soon as reasonably practical after the end of this **lease** (however it ends) we will prepare an **exit statement**. Payment to you of any credit shown on the **exit statement** will be made as soon as reasonably practical after we agree the **exit statement** with you.

CHAPTER 7 OPERATING THE BUSINESS

The purpose of this **Chapter** is to explain how we require you to run the **business**.

1 **You must:**

- 1.1 Use the **property** only for the **business** and you must use your best endeavours to promote and develop the **business**.
- 1.2 Ensure that all food and **drinks** are served in an appropriately fresh and proper manner and in compliance with all appropriate hygiene requirements and regulations.
- 1.3 Immediately notify us of any complaint or any notice whatsoever received from any statutory or other authority where such complaint or notice relates to the **property** or the **business**.
- 1.4 Do all things as may be required to comply with any order or direction of any statutory or other authority having power to issue such orders or directions relating to the **property** or the **business** and you must not commit or tolerate any unlawful or illegal acts at the **property**.
- 1.5 with our approval (which we will not unreasonably withhold or delay) and where appropriate, allow any member of staff which **you** employ in respect of the Business, together with that person's immediate family, to occupy any ancillary living accommodation at the Property for residential purposes only on the basis of a service occupancy and provided no relationship of landlord and tenant is created and that person, along with their family, will immediately vacate the Property on ceasing to be employed by **you** in respect of the Business.
- 1.6 Keep the **signage** clean free from obstruction and properly maintained and illuminated (including illuminating the **property** where relevant) and not alter or in any way interfere with the **signage**.
- 1.7 From no later than the **term start date** purchase the **tenant's fittings**.
- 1.8 Co-operate with us as far as is reasonably necessary to allow us to obtain an **energy certificate** including providing us with copies of any plans or other information you hold that would assist in obtaining an **energy certificate**.
- 1.9 Allow any energy assessor appointed by us to prepare an **energy certificate** such access to the **property** as is reasonably necessary to prepare the **energy certificate**.
- 1.10 Provide us with the unique reference number of any **energy certificate** commissioned by you and all supporting information, data, plans and specifications.
- 1.11 Indemnify us against all costs, charges, expenses, losses, liabilities, damages, claims, demands, proceedings and actions arising directly or indirectly from an **energy certificate** commissioned by us becoming invalid as a result of your act or default.

2 **You must not:**

- 2.1 Do or allow to happen anything at the **property** which we may reasonably consider offensive, a nuisance, an annoyance or dangerous.
- 2.2 Without our **consent** erect or attach to any part of the **property** any signs whether fascia pictorial fixed free standing illuminated or otherwise and if we give **consent** to the erection of signs then you must repair and maintain such signs to our reasonable satisfaction and remove such signs if we so require.

- 2.3 Sell or in any other way dispose of or charge the **tenant's fittings** or allow anyone to remove them but this restriction does not prevent you replacing the **tenant's fittings** with new or suitable alternatives.
- 2.4 Commission an **energy certificate** unless required to do so by **legislation** and if you are so required to commission an **energy certificate**, you must (at our option) commission an **energy certificate** from an assessor approved by us or pay our costs of commissioning an **energy certificate** for the **property**.

3 **We shall:**

Upon your written request provide you with a copy of any **energy certificate** held by us for the **property**. We may charge you for providing a copy of the **energy certificate** which may be a proportion of the cost to us of obtaining the **energy certificate**.

CHAPTER 8

PROPERTY MAINTENANCE

The purpose of this **Chapter** is to explain your responsibilities and obligations and the obligations which we may take responsibility for relating to the care of the **property**.

1 You must:

- 1.1 Put and keep, maintain, repair, renew and reinstate the **property** and **fixtures** so that they are at all times kept in good and substantial repair decoration and condition, irrespective of the age or state of dilapidation of the **property**, the cause of or extent of the damage, deterioration or destruction of the **property**, and whether the repair, maintenance, renewal or reinstatement is rendered necessary by any latent or inherent defects in the **property**, provided that in respect of any buildings on the **property** the foregoing obligation shall apply only to the interior surfaces of such buildings. The standard of work and types of finishes must be agreed with us and all painting is to be with good quality paint and all wallpaper and wall coverings are to be of good quality. Decoration must be carried out as frequently as may reasonably be required or as we determine. Notwithstanding the limited nature of these obligations you must use the **property** in the manner of a good and caring owner. You accept the **property** and any other subjects necessary for your use of the **property** as being in good and substantial repair and condition and fit for the purposes of this **lease**.
- 1.2 Keep all pipes, running water gutters, downpipes, gullies, drains and sanitary apparatus clean and clear of obstruction. Where applicable you must arrange for cess pits, septic tanks, sewage treatment plants and grease traps to be emptied and to be kept lawfully operating and clean the windows of the **property** both inside and out as often as reasonably necessary.
- 1.3 Keep all equipment used in connection with the **business** in proper repair and properly maintained (except to the extent that we undertake servicing and maintenance). If we request you must provide us with written proof of proper servicing inspection and certification of such equipment and in particular but without limiting your obligation this will include:
 - 1.3.1 Fire fighting, warning and detection equipment.
 - 1.3.2 Emergency lighting equipment.
 - 1.3.3 Catering equipment extractor fans and filtration units.
 - 1.3.4 Cellar hoists sewage pumps and sewage treatment plant.
- 1.4 Renew all cracked or broken glass (including plate glass) with glass of an equivalent and adequate style and quality.
- 1.5 Keep any garden, yard, outbuilding, forecourt, car park, path or roadway in a clean and tidy condition, any hedges properly trimmed, any ditch properly cleared and any garden properly stocked mowed or cultivated.
- 1.6 Immediately give us written notice when you become aware of the existence of any disrepair for which you are not responsible or contamination at the **property** or land beneath or in the vicinity of the **property** or of any **contaminative substance** at or on the **property**.

- 1.7 Allow us after we have given reasonable notice (except in cases of emergency when no notice shall be required) to enter and inspect the **property**. If we find that you have not complied with your obligations under this **Chapter 8** we may serve notice in writing specifying your failures to comply with such obligations. Within **3 months** of any such notice (or by the end of the **term** if sooner) you must make good all defects or failures as specified in our notice and in default you must allow us to enter the **property** and carry out such works or repairs as may be required.
- 1.8 Give us unrestricted access to any parts of the **property** if we elect to carry out any repairs to the **property** that are in need of repair. You must provide any water and/or electricity and any other reasonable facilities that we may reasonably require in carrying out such works.
- 1.9 Notwithstanding your obligations in this clause 1 of this Chapter 8, in respect of those parts of the **property** shown in the **schedule of condition**, your obligations under this clause 1 of this Chapter 8 will be restricted to keeping those parts clean and tidy and in no worse state of repair and condition than the state of repair and condition of those parts as evidenced by the **schedule of condition**.

2 You must not:

- 2.1 Keep place store disturb use or permit to be kept placed stored disturbed or used in or upon or about the **property** any **contaminative substance**.
- 2.2 Contaminate the **property** or any land beneath or in the vicinity of the **property** and you must carry out all works and actions necessary to remove any **contaminative substance** and restore the **property** if contamination takes place.

3 We may:

Carry out repairs to the **property** under clause 1.7 of this **Chapter 8** but we are under no obligation to do so whether under this clause or clause 1.7 of this **Chapter 8** or otherwise. If we decide to carry out any repairs to the **property** we shall not be liable to you or anyone else for any loss disturbance of inconvenience which you or the **business** may experience during the carrying out of such works.

4 Co-operation and Data Sharing

- 4.1 Both you and we confirm that we:-
- 4.1.1 wish to promote and improve the **environmental performance** of the **property**; and
- 4.1.2 wish to co-operate with each other (without legal obligation) to identify appropriate strategies for the improvement of the **environmental performance** of the **property**.
- 4.2 Both you and we will share the **environmental performance** data you and we each hold relating to the **property**. This data will be shared on a regular basis, with any managing agents appointed by us and with any third party that we agree with you should receive the data.
- 4.3 Both you and we will where appropriate keep the data shared under this clause confidential but recognise that either party may be required to disclose such information to third parties for the purposes of compliance with **legislation**. Each party will use the data only for the purpose of:
- 4.3.1 complying with the provisions of the **AEP Regulations** including the production and/or implementation of any **Action Plan**;

- 4.3.2 monitoring and improving the **environmental performance** of the **property**; and
- 4.3.3 measuring the **environmental performance** of the **property** against any agreed targets.
- 4.4 Nothing in this clause 4 will oblige us to disclose to you **environmental performance** data received from any other tenants or occupiers of our other properties.
- 4.5 We must ensure where appropriate that any managing agents appointed by us are placed under a similar obligation to keep shared data confidential on the same terms as this clause 4.

CHAPTER 9 INSURANCE

The purpose of this **Chapter** is to explain your obligations relating to insurance.

1 **You must:**

- 1.1 Comply with all requirements from time to time of the insurers of the **property** and of any duly authorised fire prevention building control local or central government officer.
- 1.2 Allow us to enter the **property** at any reasonable time to inspect it and value it for **insurance** purposes.
- 1.3 Insure the **business**, the **tenant's fittings** and any plate glass against loss of or interruption from reasonably foreseeable risks against public and employer's liabilities including product liability of the **business**. Such insurances to be to proper values and insured with a reputable insurer.
- 1.4 Cause our interest to be noted on all policies you hold in compliance with your obligations in this clause 1 and you must require the insurer(s) to notify us in the event of cancellation or threatened cancellation of the insurance.
- 1.5 Produce to us a copy of any current insurance policy (or current schedule to such policy) that you take out in compliance with your obligations in this **Chapter 9** and you must also provide us with details of your insurance provider, policy number and the renewal date of your policy. You must provide this information to us on each occasion during the **term** when your insurance policy is renewed.
- 1.6 Notify us as soon as you are aware of any damage or loss to the **property**, **fixtures** or **tenant's fittings**.
- 1.7 Notify us as soon as you are aware of any claims made in relation to the insurances you are obliged to maintain under this **lease**.
- 1.8 Hold any **insurance** monies that you are ever in receipt of relating to the **property**, **fixtures** or the **tenant's fittings** in trust for us.
- 1.9 Indemnify us on a full indemnity basis for any losses we might incur as a result of you, your agents or employees breaching the provisions of clause 2.1 below.
- 1.10 Where the insurance of the **property** is part of a block policy forming part of a common insurance policy, to allow entry by any factor or representatives of any party providing insurance (or with a view to doing so) for inspection of the **property** and to ensure compliance with insurers requirements.

2 **You must not:**

- 2.1 Act in a way (nor allow anyone else to do so) which will or may result in the **insurance** of the **property** being made void or voidable in whole or in part or in the premium for it being increased.
- 2.2 Insure the **property** or any part of it.

3 **We shall:**

- 3.1 Notwithstanding any policy put in place by factors as part of a common insurance policy, insure the **property** (but not the **business** or the **tenant's fittings**) for the full rebuilding value to cover the **insured risks**.
- 3.2 Unless the provisions of clause 2.1 of **Chapter 13** apply, promptly claim all **insurance** monies if the **property** is damaged or destroyed by an **insured risk** and, subject to clause 3.3 below, use them (other than loss of **rent** or **income**) in promptly repairing rebuilding reinstating or replacing the **property** as appropriate. This obligation does not oblige us to rebuild reinstate or replace with substantially identical buildings or **fixtures**.
- 3.3 Take all reasonable steps to get any permission we need to repair or rebuild the **property** if it is damaged or destroyed by an **insured risk**. After we have received the permission, we will repair the damage or destruction as soon as possible, unless the claim is not paid out due to anything you have done or failed to do. If this is the case, you must pay us the amount the insurer will not pay to us, with **interest**, from the date we should have received the money until we do receive it.

CHAPTER 10

LICENCES

The purpose of this **Chapter** is to explain your obligations relating to **licences**.

1 **You must:**

- 1.1 Apply for and keep in force the **premises licence** and apply for appropriate variations to it as you agree with us in writing from time to time.
- 1.2 Ensure that the **property** is managed and operated in a legal, lawful and orderly manner including employment of staff that have **personal licences**.
- 1.3 Ensure that all **licences** including the **premises licence** are not put at risk.
- 1.4 Apply for and keep in force all **licences** that may be necessary to operate the **business** from the **property**.
- 1.5 Immediately notify us of any complaints or of any notice of intention to revoke or oppose any **licences** including the **premises licence** or of any arrest charge or conviction of you or of any of your employees.
- 1.6 At your own expense take such steps in connection with the matters referred to in this **Chapter** as we may reasonably direct.
- 1.7 Be or cause your **manager** to be the **designated premises supervisor**.
- 1.8 Employ or cause to be employed in the **business** persons who are holders of **personal licences** to operate the **business** in your absence.
- 1.9 Promptly pay all costs and fees (be they of a recurring nature or otherwise) associated with your obligations regarding the **premises licence** (and any matters ancillary to the **premises licence**) set out in this **lease**.

2 **You must not:**

- 2.1 Agree to any conditions relating to any **licence** or apply for any different or additional **licences** or remove or surrender any **licences** without our written **consent** which we will not unreasonably withhold.
- 2.2 If we are legally entitled to be the holder of any **licence** and if we give you written notice that we intend to become the holder of such **licence**, oppose such intention.

CHAPTER 11

DISPOSAL AND ALTERATIONS

The purpose of this **Chapter** is to explain your obligations relating to disposing of or altering the **property**.

1 **You must:**

- 1.1 Comply with any statutory requirement relating to the **property** but otherwise you must not change or alter any part of the **property** and in particular any part of the **property** to which the **licences** relate and (without prejudice to the foregoing generality) in no circumstances make any alterations to the **property** which have or are likely to have an unreasonably adverse impact on **environmental performance**.
- 1.2 Immediately notify us if you become aware of any trespass encroachment attempt to acquire new rights or servitudes and or obstruction of any window at or of the **property**.
- 1.3 Immediately (i) give us any notice or a copy of any notice relating to **rates** (but not ordinary periodic demands) and (ii) where you decide to appeal the decision of any rating authority at your expense to lodge the necessary notice of appeal and at your cost to proceed diligently with such appeal and at all times to keep us informed of the progress of any appeal.

2 **You must not:**

- 2.1 Apply for planning permission for any change of use or any other changes at or to the **property** but if we make a planning application relating to the **property** you must support it.
- 2.2 At any time overload the electrical circuits, floors ceilings or structure of the **property**.
- 2.3 Without our **consent** attach to the outside of the **property** any receiving or broadcasting aerials or satellite dishes.
- 2.4 Serve any purchase notice under the planning acts requiring any local or other competent authority to purchase your interest in the **property**.
- 2.5 Allow any trespass nor any encroachment over any part of the **property** nor without our **consent** allow any market stall or barrow to stand or take place at or on the **property**.
- 2.6 Permit the acquisition of any new rights or servitudes over any part of the **property**.
- 2.7 Obstruct nor permit to be obstructed any window of the **property**.
- 2.8 Interfere with any rights or servitudes which we own and if we require then you must use your best endeavours to ensure that such rights or servitudes are not interfered with.
- 2.9 Assign, sublet, mortgage, charge or part with possession or occupation of the **property** or with any part of it and if you are a company this restriction extends to prohibiting your shareholders from changing or a **group undertaking** occupying the **property** or operating the **business**.
- 2.10 Notwithstanding the prohibition at clause 2.9 **you** may (where appropriate) with our approval (which we will not unreasonably withhold or delay) allow any member of staff which **you** employ in respect of the Business, together with that person's immediate family, to occupy any ancillary living accommodation at the Property for residential purposes only on the basis of a service occupancy and provided no relationship of

landlord and tenant is created and that person, along with their family, will immediately vacate the Property on ceasing to be employed by **you** in respect of the Business.

- 2.11 If you are a company, cause or permit any new shares to be issued or the existing shares to be transferred or charged whether in law or in equity by any one or more of the shareholders of the company as at the date of this **lease** (whether by gift, sale, legacy or in any other way whatsoever).

CHAPTER 12

GUARANTOR

The purpose of this **Chapter** is to set the obligations of the **guarantor**.

1 Background

- 1.1 The **guarantor's** undertakings to us in this **lease** are given as sole or principal debtor for the time being. They also extend to our successors in title without the need for any express assignation.
- 1.2 The guarantor's obligations under this **lease** will last throughout the **liability period**.

2 The guarantor agrees with us that:

- 2.1 You will:
 - 2.1.1 Punctually pay the **rent** and other payments reserved as rent under this **lease** and **VAT** charged on them.
 - 2.1.2 Observe and perform the obligations and other terms of this **lease**.
- 2.2 If at any time during the **liability period** while you are bound by the tenant's obligations in terms of this **lease** and you default in:
 - 2.2.1 Paying the **rent** or other payments reserved as rent and **VAT** charged on them; or
 - 2.2.2 Observing or performing any of the obligations or other terms of this **lease**;then the **guarantor** will pay the **rent** and other payments reserved as rent and **VAT** and will observe and perform the obligations or terms in respect of which you are in default.
- 2.3 The **guarantor** will make good to us on demand and indemnify us against all losses resulting from your non-payment, non-performance or non-observance of the matters detailed in this **lease** notwithstanding:
 - 2.3.1 Any time or indulgence granted by us to you, or neglect or forbearance of us in enforcing the payment of any sum or the observance or performance of any of the obligations due under this lease;
 - 2.3.2 That the terms of this **lease** or any related agreement may have been varied by agreement between us and you; or
 - 2.3.3 Anything else by which, but for this clause 2, the **guarantor** would be released.

3 What happens if there is a relevant event

- 3.1 The **guarantor** must accept a new lease from us if, before the end of the **term**, a **relevant event** occurs and if we require in writing within 6 **months** after the date upon which the **relevant event** occurs.
- 3.2 The term of any new lease as detailed in clause 3.1 shall be for a period from the date of the **relevant event** to the end of the **term** and shall be in the form of this **lease** as it applies at the date of the **relevant event** omitting any provision for the guarantee of the tenant's obligations (and any reference to any obligation which has been carried out before the date of the **relevant event**), and provided that any works carried out by **you**

or on your behalf (or your predecessor as tenant under the Lease) will be treated by reference to the **term start date** under this **lease** and not the date of the **relevant event**.

- 3.3 The **guarantor** must pay **us** our costs reasonably incurred in preparing and granting the new lease detailed in clause 3.1.

4 **Payments following premature end**

If this **lease** ends prematurely following a **relevant event** and **we** do not require the **guarantor** to accept a new lease of the **property** in accordance with clause 3.1 the **guarantor** must pay to **us** on demand an amount equal to the difference between:

- 4.1 Any money received by **us** for use or occupation of the **property**; and

- 4.2 The **rent** and other payments reserved as rent by this **lease** plus **VAT**;

for the period commencing with the date of the **relevant event** and ending on whichever is the earliest of (i) the date 6 months after the date of the **relevant event**, (ii) the date, if any, upon which the **property** is re-let and (iii) the end of the **term**.

CHAPTER 13

ENDING THIS LEASE

The purpose of this **Chapter** is to explain how this **lease** can be ended and what is to happen at the end of this **lease**.

1 **Irritancy**

Without in any way limiting our rights caused by you breaching any of the terms of this **lease** or in any way cancelling your outstanding obligations we are entitled to terminate this lease with immediate effect and enter into possession of the property whenever:

1.1 You (or your guarantor):

- 1.1.1 Are ten Business Days late in paying any **rent** even if not formally demanded.
- 1.1.2 Fail to pay any other sums or fail to comply with any other obligation contained in this **lease**.
- 1.1.3 Being an individual (or if more than one either or any of them) signs a trust deed for creditors or apparently insolvent or is sequestrated.
- 1.1.4 Being a corporation enters into liquidation whether compulsory or voluntary (except for reconstruction or amalgamation) or is the subject of an administration order or has a receiver appointed.
- 1.1.5 Have any diligence done or execution levied on your goods or if judgement is given against you for a debt.
- 1.1.6 Having been the holder of the **premises licence** cease to be the holder of a **premises licence** for any reason.
- 1.1.7 Die.

1.2 A **premises licence**, which is specified to have effect for a limited period of time, ceases to have effect on the expiry of that limited period of time.

1.3 The holder of the **premises licence**:

- 1.3.1 Dies, becomes mentally incapable, becomes insolvent or is dissolved (all as set out in Section 28 Licensing (Scotland) Act 2005); or
- 1.3.2 Gives notice or purports to give notice to surrender the premises licence in accordance with the provisions of Section 28 of the Licensing (Scotland) Act 2005.

1.4 An application is received by the relevant licensing authority for the review of the **premises licence** (or a relevant licensing authority must review the **premises licence** pursuant to any legal requirement) or the relevant licensing authority takes any steps within the meaning of Sections 36 or 37 of the Licensing (Scotland) Act 2005.

1.5 The relevant licensing authority takes steps, pursuant to either:

- 1.5.1 An application for review of a **premises licence** in accordance with Section 36 Licensing (Scotland) Act 2005; or
- 1.5.2 An application for review of a **premises licence** following a closure order under Section 97 of the Licensing (Scotland) Act 2005.

- 1.6 You and/or an employee or nominee ceases to be the holder of a **personal licence**.

2 **Ending the term**

- 2.1 If the **property** cannot be used for the **business** because of damage or destruction by an **insured risk** then within 6 **months** of such damage or destruction occurring we can elect in writing not to re-build or reinstate the **property** and this **lease** and the **term** will immediately end. This will not limit the rights of either party as against the other concerning any outstanding breach of the terms of this **lease**. Save as provided for in this clause 2.1 of this **Chapter 13**, this **lease** shall not automatically terminate by reason of the destruction to the **property**.
- 2.2 If this **lease** should vest in your personal representatives then either party may end the **term** by giving not less than 14 days' notice to the other party at any time.

3 **Waiver and Continued Supply**

- 3.1 If we demand **rent** or any other moneys due under this **lease** and/or you pay any money after we have knowledge of anything giving rise to us having a right to terminate this **lease** you shall not be entitled to rely upon any such demand (or payment) to claim that such rights shall have been waived or as a defence to any proceedings.
- 3.2 If we give you extra time or any concessions concerning compliance with any term of this **lease** it shall not be deemed a waiver of any such breach nor shall it prevent the subsequent enforcement of that term and shall never act as a waiver of any future breach.

4 **At the end of the term**

- 4.1 You must:
- 4.1.1 During the last 4 **months** prior to the end of the **term** allow us and any persons authorised by us to enter and inspect the **property** in connection with any reletting of the **property** and to permit a reasonable letting sign to be placed at or fixed to the **property**.
- 4.1.2 At any time during the **term** allow us and any persons authorised by us to enter and inspect the **property** in connection with any form of disposal of the **property** and to permit a reasonable for sale sign to be placed at or fixed to the **property**.
- 4.1.3 Give us vacant possession of the **property** (including all **fixtures**) in the repair, order and condition required by the terms of this **lease** and if there shall be any doubt as to whether you have installed **fixtures** you must still leave them and any questions about ownership or compensation will be resolved subsequently.
- 4.1.4 Execute any deed or document that we reasonably require for the purpose of removing any entry in the Land Register of Scotland relating to this **lease**.
- 4.2 **Compensation**
- So far as the law allows you have no rights to claim compensation from us at the end of the **term**.

5 **At the end of the term**

You must:

- 5.1 Sell to us the **tenant's fittings** (or such of them as we may specify) at a price to be determined in the manner usual in the licensed trade as between incoming and outgoing tenants. If when you leave the **property** the price has not been agreed you must leave in the **property** such of the **tenant's fittings** as we may specify until the price is agreed and any disagreements as to the amount to be paid will be settled in accordance with **Chapter 14** and after agreement or determination of the price you will sell to us such items of the **tenant's fittings** as we specify.
- 5.2 Assign, transfer and hand over ownership to us of any **licences** and of any websites and/or domain names relating to the **business** and all contracts used in the operation of the **business** capable of assignation transfer or handing over. You must do all things that may be required to effect such assignation or transfer including attending before any lawful authority or court.
- 5.3 Supply us with copies of all contracts used in the operation of the **business** and all contracts of employment for all persons employed by you to work in the **business**. If no written contracts of employment exist you must supply such information regarding the terms of service of such persons as we may request. If we require you will terminate all contracts of employment of any persons employed by you to work in the **business** and you will indemnify us and keep us indemnified against any actions proceedings claims interest costs expenses damages and liabilities which we may suffer as a result of the Transfer of Undertakings (Protection of Employment) Regulations 2006 becoming applicable to us and such employees.

CHAPTER 14

DISAGREEMENTS AND DISPUTES

The purpose of this **Chapter** is to explain how disagreements and disputes (if there are any) are to be resolved.

- 1 If a dispute arises out of or in connection with this **lease** or the performance validity or enforceability of it (even if after the term has ended) then the parties will follow the dispute resolution procedure set out in this **Chapter 14** and if any dispute arises both parties will take account of and comply with the **pubs code**.
- 2 If there is a dispute between you and us during the **term** of this **lease** then both you and we will try to resolve the dispute in accordance with the **pubs code**.
- 3 If you and we are unable to resolve the dispute in accordance with clause 2 above then either you or we may refer the matter to be determined by either:
 - 3.1.1 a single arbitrator under the Arbitration (Scotland) Act 2010; or
 - 3.1.2 a **surveyor**.

CHAPTER 15

INTERPRETING THIS LEASE

The purpose of this **Chapter** is to explain certain technical requirements which may help you understand this **lease** and help both you and us if disputes or misunderstandings occur in relation to it.

1 Interpretation of this Lease

- 1.1 Each of the provisions of this **lease** and each clause and sub-clause hereof can be construed as independent of every other provision. If any provision shall be determined by a Court of competent jurisdiction (which for the purposes of this clause shall include a determination by the Scottish Pubs Code Adjudicator or a person appointed by them to act as arbitrator) to be invalid and unenforceable then such determination shall not affect any other provision of this **lease** all of which other provisions shall remain in full force and effect.
- 2 Any references in this **lease** to any **legislation** are to that **legislation** as amended from time to time and to any **legislation** that replaces it.
- 2.1 The index to this **lease** is for reference only and has no effect upon the meaning of this **lease**.
- 2.2 Where this **lease** imposes an obligation on two or more parties then compliance with the obligation can be required individually as well as jointly.
- 2.3 Where it makes sense singular words can be understood as plural and plural as singular and words of one gender include all other genders and person includes a company or other legal body.
- 2.4 Where this **lease** imposes an obligation, that obligation includes making sure that all **agents** comply with the obligation and where the **agent** does not comply the relevant party shall be responsible and where this **lease** gives either party rights they can be exercised by an **agent**.
- 2.5 Any obligation in this **lease** to pay money refers to a sum exclusive of **VAT** and **VAT** chargeable is payable in addition.
- 2.6 In this **lease** the terms set out in **Chapter 3** Lease Particulars have the meaning set opposite them. The terms then appear in bold in the remainder of this **lease**.
- 2.7 If proceedings are commenced by you or us in relation to this **lease** the matter shall be construed in accordance with the laws of Scotland.

3 Miscellaneous

- 3.1 For the purposes of this **lease** any notice or application to be sent to us shall be in writing giving all relevant details and shall be sent by first class recorded delivery post to our registered office marked for the attention of our company secretary. Any notice or application to be sent to you shall be in writing and sent by first class recorded delivery post to the **property**. Any notices or applications served in that way shall be deemed received when it would normally have been delivered.
- 3.2 You agree that all investigations inspections surveys and other enquiries relating to the **property** and the **business** as are prudent have been carried out by you or at your direction and this **lease** has been entered into without you relying on any representations made by us (except any warranties made in writing by us which shall expressly state that they can be relied upon for their accuracy) and that this **lease** and

any written warranties contains all of the contract between you and us relating to your occupation of the **property** and management of the **business**.

- 3.3 If we are unable to give you vacant possession of the **property** on the **term start date** then this **lease** shall not start until you are able to take possession of the **property** but dates fixed by reference to the **term start date** shall not be affected by any such delay.
- 3.4 You will comply with the terms and stipulations of any head-lease under which we lease the **property** and of the title deeds of the **property** in each case, insofar as compliance is solely within your control.
- 3.5 In case you neglect or refuse to make any applications give any notices or take any steps or do such things as may be required by this **lease** or in connection with the **licences** and their preservation you irrevocably appoint us (or one of our employees who we nominate) as your attorney or attorneys for and on your behalf and in your name to sign give make and do all proper notices consents applications and acts as may be necessary or expedient to effect such applications notices steps or things.
- 3.6 We and you and the guarantor (if applicable) consent to the registration of this **lease** and any certificate or determination made under this **lease**, for preservation and execution.

CHAPTER 16

COMMERCIAL TERMS

"Repair Fund Payment"	£25 per week
"Damages base"	£190 per barrel for tied drinks that are draught products £10 per case for tied drinks that are not draught products

Commercial Information	
"Estimated services package charge"	£[] per annum or such varied sum applicable to the services package
"Innside track fee"	such sum payable by you to us for the provision of Innside track services , as is determined by us (acting reasonably) from time to time and in determining such sum, we will take into account (but without limitation): (i) the EPOS situated (or to be situated at) the property ; and (ii) the trading profile of the business , taking into account the expected sales at the property (whether relating to drinks or otherwise)
"OBV discount"	£[] per (i) barrel of draught beer and draught cider which is brewed by us or a group undertaking (or such other party as we nominate).
"Non OBV Type A discount"	£[] per barrel of each brand draught beer and draught cider which is identified as being a " Non OBV Type A " brand in the brand list
"Non OBV Type B discount"	£[] per barrel of each brand draught beer and draught cider which is identified as being a " Non OBV Type B " brand in the brand list
"Non OBV Type C discount"	£[] per barrel of each brand draught beer and draught cider which is identified as being a " Non OBV Type C " brand in the brand list
"Tied drinks"	Beer, Cider, Alcopops, Minerals
"Permitted number of machines"	[]
"Your machine percentage"	50% of the net machine proceeds]

Premium Packaged Beers and Premium Packaged Ciders ('Discover World Beer')	
"PPB blocked brands"	the brands which are prohibited for sale at the Property pursuant to the Landlord's 'Discover World Beer' scheme, as set out in Part 2 of the schedule (as varied from time to time in accordance with clause 4.4 of Chapter 22)
"PPB brands"	the brands which form part of the Landlord's 'Discover World Beer' scheme as set out in Part 1 of the schedule (as varied from time to time in accordance with clause 4.4 of Chapter 22)
"PPB sale price"	the prices set out alongside each PPB brand in Part 1 of the schedule (as varied from time to time in accordance with clause 4.4 of Chapter 22), being the price per case (exclusive of VAT) at which we (or our nominee) will sell the relevant PPB brand packaged beers and/or packaged ciders to you

CHAPTER 17

THE TIE

1 The Tie

- 1.1 We are a wholesaler of certain drinks and we own an estate of public houses including the **property** which estate is let to tenants who agree to retail our drinks in the estate.
- 1.2 We have provided the **property** with the benefit of **licences** and it is fundamental to this **lease** that you must do everything reasonably possible to protect the **licences** and to promote the sale of **tied drinks**.
- 1.3 As we are a wholesaler of certain **drinks** this **lease** contains certain purchasing obligations (which having regard to the improved economic efficiency that can be achieved within a chain of production or distribution between participating businesses are believed to be fair and lawful) but the **rent** has been fixed having regard to the purchasing obligations and it is lower than the **rent** which might otherwise have been expected if those obligations did not exist.
- 1.4 We may at any time suspend remove reinstate or otherwise vary your obligations as contained in clause 2.3 of **Chapter 20** but the remainder of the obligations contained in this **lease** shall remain.

CHAPTER 18

DEFINED WORDS

Alcopops	an alcoholic drink also known as flavoured alcoholic beverage, flavoured malt beverage, alcoholic fruit drink, premium packaged spirits, branded alcoholic mixer drink and including any drinks where alcohol is added to a carbonated or still flavoured base with or without fruit juice;
Barrel	a brewer's barrel being 36 imperial gallons in relation to tied drinks that are draught;
Beer	beer of all types denominations or descriptions (including but not limited to ales, lagers, porters and stouts) whether packaged or in bulk and which shall include any low or 0% ABV products which are branded as beer;
Brand List	any list which we publish from time to time specifying those brands of beer and cider which are not brewed by us or a group undertaking (or such other party as we may nominate) which will qualify for a non OBV Type A discount , a non OBV Type B discount or a non OBV Type C discount (as applicable);
Business	the use of the property as a public house for the sale of tied drinks and other drinks (but not as a wine bar or cocktail bar or tea house or coffee shop or restaurant) with (but ancillary to such use) the sale of both hot and cold food and the provision of accommodation for short term paying guests;
Business plan	your written plan in the format which we provide from time to time including details of methods of operating and managing the business and your proposals for any alterations or changes in the method of operating the business ;
Case	a case of packaged tied drinks comprising 24 containers of the relevant drink (or such other number as shall be reasonably specified by us);
Cider	cider or fruit ciders of all types denominations or descriptions (including but not limited to apple cider, pear cider, perry or other fruit cider of all types) whether packaged or in bulk and which shall include any low or 0% ABV products which are branded as cider;
EPOS	electronic point of sale equipment connected electronically between the property and such office as we may specify from time to time;
Innside track firm	a professionally qualified or accredited licensed trade accountancy firm approved and appointed by us providing innside track services ;
Innside track services	<p>(a) an accountancy and stocktaking package provided to you providing accountancy and stocktaking services to the business which services include but are not necessarily limited to the provision of:</p> <p>(i) monthly management accounts;</p> <p>(ii) 12 wet stock-takes per year or 12 wet and dry stock-takes per year where the business sells food</p>

	and there is over £500 per week in food sales (in each case at intervals as may be agreed with us);
	(iii) quarterly VAT returns;
	(iv) the determination of an accounting year for the business ; and
	(v) the preparation of a year end account for the business within 6 months of the end of each accounting year; and
	(b) the provision of EPOS to the property ;
[Landlord's retained items]	the fixtures and / or tenant's fittings that are identified as belonging to us in the " Fixtures and Fittings Inventory " annexed to this lease at Part 4 of the schedule ;
Liquidated Damages	<p>our estimate of losses suffered by us (or a group undertaking of us) as a consequence of you breaching your obligations in clause 2.3 of Chapter 20, declaring that we shall calculate our losses in accordance with the following formula:</p> $(A \times B) + C$ <p>where</p> <p>A = the damages base;</p> <p>B = our estimate of the number of barrels and/or cases purchased by you in breach of your obligations in clause 2.3 of Chapter 20; and</p> <p>C = our reasonable administration fee (which will not be less than £360 plus VAT);</p>
Listed drinks	such drinks as appear at our discretion in the current list or lists which we produce from time to time listing the types brands and/or denominations and prices of drinks that we offer for sale;
Machines	any vending, games or amusement machine or information retrieval or dissemination machine or automatic telling machine or any such device being electrical electronic or mechanical and awarding prizes or otherwise unless you use such item exclusively and normally for domestic purposes or in managing the business ;
Minerals	all soft drinks (also called pop, soda, soda pop, fizzy drinks, tonic, minerals) or fruit juices or carbonated beverages that are not alcopops ;
Price list	any list which we publish from time to time specifying the prices at which we sell any goods or services;
Services package charge	the amount we periodically and reasonably determine as being the cost of providing the services package to you;
Signage	such signs insignia and advertisements attached to or forming part of the property displaying any trademarks and/or the name board of the property ;

Standard conditions	our standard terms and conditions for sale of drinks and/or other goods and services which we publish from time to time and which may be set out on the rear of our invoices;
Tenant's fittings	the moveable trade fittings furniture effects stock glassware or other articles used by you in operating the business including without limitation any other items or objects used in connection the business which either we or you bring onto the Property during the term and cannot ordinarily be classed as a fixture (including any addition or replacement of such items or objects);
Trademarks	all or any trademarks whether registered or unregistered which we use from time to time in relation to our business;

CHAPTER 19

PAYMENTS

The purpose of this Chapter is to explain how you must pay all sums relating to the **tie** and how we can deal with those payments and our obligations relating to those payments.

1 **You must:**

1.1 Pay us in advance each week on the **rent payment days**

1.1.1 The **estimated services package charge** (if applicable); [and]

1.1.2 The **repair fund payment**[: and]

1.1.3 The **Innside track fee**;]

and you must not deduct or set off any amounts which you believe we owe you. Any payment due for a period of less than a week will be apportioned.

1.2 Pay us the balance of the **services package charge** within 14 days of demand after taking into account all accumulated estimated services package charge paid during any **year**.

1.3 Pay us for anything which we supply (whether or not the supply is pursuant to this **lease**) and where anything is supplied by our nominee to pay us or our nominee as we may state. All payments must be in accordance with the **standard conditions** and at the prices specified in the **price list** or by our nominee.

1.4 Pay us **liquidated damages** in relation to any **tied drinks** at or dispensed from the property which have not been purchased from us or our nominee.

2 **Payments by us**

2.1 If we have any hoardings, advertisements, aerials, telecommunication installations, electronic equipment or flow meters and associated equipment installed on in or at the property then not less frequently than once every quarter we shall pay you (or credit your account with us) such sum as we shall specify by way of a contribution to the cost of providing electricity for operating such items.

2.2 If we take samples of any drinks or food we will pay you a sum equal to the retail cost of those samples.

2.3 [Subject to you paying us the **innside track fee** in advance we will:

2.3.1 Pay the **innside track firm** for providing the **innside track services**; and

2.3.2 Arrange for the installation of **EPOS** at the **property** by a supplier nominated by us.]

3 **[Innside Track fee**

If during the **term** the costs charged by the **innside track firm** for the provision of **innside track services** changes we will give you notice of not less than 1 month of the new **innside track fee** that will become payable. You must then pay that sum as the new **innside track fee**.]

CHAPTER 20

OPERATING THE BUSINESS

The purpose of this **Chapter** is to explain how we require you to run the **business**

1 You must:

- 1.1 Properly stock the **property** with **tied drinks** and other appropriate **drinks** and use courteous and efficient staff at the **property** and promote the sale of an appropriate range of food at the **property** having taken into account local operating conditions.
- 1.2 Keep the **property** open for the **business** during all trading hours as we may reasonably specify within the hours permitted by the **premises licence**.
- 1.3 Attend at your cost when and where we reasonably require any training courses as we think benefit operators of public houses generally.
- 1.4 Provide the services of the **business** (and in particular sell **tied drinks**) at reasonable prices adequately displaying the prices and participate in all reasonable promotion schemes relating to the **business** which we provide.
- 1.5 Give us access at any time to such part of the **property** where **drinks** or food are kept stored or prepared and permit us to take reasonable samples of any **drinks** or food.
- 1.6 Provide electricity to any flow meters and associated equipment and any aerials and/or telecommunication installations and for any hoardings and advertisements on or at the **property**.
- 1.7 After the **EPOS** is installed at the **property**:
 - 1.7.1 Record all sales of goods and services by the business through the **EPOS** in a form which we approve and provide such records to the firm providing you with **inside track services**;
 - 1.7.2 Ensure (at your cost) at all times that the **EPOS** remains connected via a secure electronic information retrieval and dissemination system by which we and you can communicate and to make available to us all books records invoices or receipts of the business howsoever generated;
 - 1.7.3 Maintain the **EPOS** (at your cost) in good working order and to ensure it is serviced in accordance with the supplier's recommendations; and
 - 1.7.4 Where you fail to comply with your obligations in this clause 1.7 permit us (or the **EPOS** supplier) access to the property to inspect maintain and service the **EPOS** when required.
- 1.8 [Cooperate with the **inside track firm** which we appoint on your behalf.]
- 1.9 [Appoint and keep appointed a reputable provider of **inside track services** and require that such provider:
 - 1.9.1 Confirms in writing to us within 1 month of our request from time to time that:
 - (i) You are complying with the requirements to record your sales; and
 - (ii) They are providing services equivalent to **inside track services**;

- 1.9.2 Provides us with copies of all accounts and stock taking reports produced and any further financial details as we may reasonably require.]
- 1.10 Implement the **business plan** and meet with us as often as we require to discuss its implementation and if necessary review and update the **business plan** to our reasonable satisfaction.

2 **You must not:**

- 2.1 Change the provider of the **inside track services** without our consent and in any event not more than once in any year.
- 2.2 Change the name of the **property** or the telephone numbers serving the **property** or do anything which might invalidate the **trademarks** (or be inconsistent with our ownership of the **trademarks**) or act in any way which may reduce the residual value in the **trademarks** or that may reduce the value of our interest in the **property**.
- 2.3 Without our **consent** sell or expose for sale in the **property** or bring on to the **property** for any purpose whatsoever any **tied drinks** unless we have sold them to you. The provisions of this sub-clause shall remain in full force and effect whilst you remain in occupation of the **property**, after this **lease** has ended in any way.
- 2.4 Install any **drinks** dispensing equipment or interfere with disconnect or by-pass any flow meters and associated equipment installed in any **drinks** dispensing or raising equipment at the **property**.
- 2.5 [Remove the **EPOS** from the **property** without our **consent** and in the absence of such **consent** you must leave the **EPOS** in the **property** at the end of the **term**.]

3 **Machines**

- 3.1 Subject to us agreeing the make, model and type of **machines** with you we consent to you installing the **permitted number of machines** at the **property**. You must not install any other **machines** at the property unless we give **consent**. We can withdraw our **consent** at any time.
- 3.2 Any **consent** we give you in this **lease** (or otherwise) to you installing and operating **machines** at the **property** is on the following terms and conditions:
- 3.2.1 [We consider the list of our approved suppliers of **machines** from time to time. We will notify you of the name and address of our approved suppliers on request.]
- 3.2.2 [You must only hire **machines** from a supplier approved by us and where you have hired a **machine** from a supplier who is not or is no longer a supplier approved by us you must return the **machine**.]
- 3.2.3 [You must tell us the name and address of the supplier of any **machine** which you install if we ask.]
- 3.2.4 We may require you to change the type or model of any **machine** at the **property** or to remove all or some of the **machines** or to re-position any **machine** if we have reasonable grounds to believe that a **machine** is impairing the character and profitability of the **property**.
- 3.2.5 [We may require **machines** to be fitted with systems to record the operation of the **machine**.]
- 3.2.6 Any **machine** will remain switched on for use and operation when the **property** is open for trade.

- 3.2.7 [You will ensure that any hire agreement made between you and any **machine** supplier is capable of being terminated at any time without notice and any hire agreement will only require payment in money.]
- 3.2.8 [You will permit any approved supplier access to any **machine** at all reasonable times for the purposes of collection repairs installation maintenance and any other proper tasks.]
- 3.2.9 [You will not consent to an approved supplier assigning or transferring any hire agreement and if you receive notice of such assignment or transfer by an approved supplier you must immediately notify us.]
- 3.2.10 You must ensure that any **machine** is notified to HM Revenue & Customs and/or any **licences** or notifications as may be required to operate **machines** are current and displayed if necessary.
- 3.2.11 [Any **machines** shall be emptied by a representative of the approved supplier both periodically and at the end of the hire period. The representative shall distribute the monies in a given **machine** in the following order but shall first reimburse you for all sums paid to customers in response to legitimate claims for a malfunction of a **machine** (proven by the electronic record kept by any **machine**) and (if applicable) replenish the float and then;
- (i) Give to you a sum equal to any duty or tax payable on the remainder of the cash in the **machine** which you will record and account to HM Revenue & Customs for; and then
 - (ii) Reimburse you or us (or retain as appropriate) an appropriate proportion of any annual licence fee paid to the relevant authority in advance for the **machines** but if there shall be insufficient money in any **machines** to pay the appropriate proportion of the annual licence fee then we and you will be liable for half each of any shortfall; and then
 - (iii) Retain the rent inclusive of **VAT** due for the hire but if there shall be insufficient money in the **machine** to pay the rent we and you will be liable for half each of any shortfall; and then
 - (iv) Give to you **your machine percentage** of the final remaining balance and pay to us the final remaining balance.]
- 3.2.12 [If you owe us any money we may require the approved supplier to pay us any monies which might otherwise be paid to you and in any event at the end of the **term** or in the event that a **machine** is being removed from the **property**, we will require the approved supplier to pay us any monies which might otherwise be paid to you. Such payment will be included in your account with us and this agreement is an irrevocable authority given by you to any approved supplier to that effect.]
- 3.2.13 If we do withdraw our **consent** permitting you to install **machines** at the **property** you will immediately terminate any **machine** hire contracts and arrangements. If you do not remove a **machine** when requested we can enter the **property** and remove the **machine** and you will pay us the costs of returning such **machine** to the supplier.

CHAPTER 21

PROPERTY MAINTENANCE

- 1 We will provide you with a **services package** on or before the **term start date** and nothing shall prevent us from providing you with an alternative **services package** at our discretion from time to time during the **term**).
- 2 **Repair Fund**
 - 2.1 You agree that the **repair fund** belongs to us and will be held in our name.
 - 2.2 We can use some or all of the **repair fund** if we incur any expense or loss as a result of you failing to comply with your obligations in clauses 1 and 2 in **Chapter 8**.
 - 2.3 Any part of the **repair fund** which we use will not be treated as rent (to protect our right to re-enter the **property**) and none of our rights under this **lease** will be affected.
 - 2.4 As soon as is possible, after the end of this lease (however it ends) (except where clause 2.2 of this **Chapter 21** applies), we will repay the **repair fund** to you, but we will be entitled to:
 - 2.4.1 deduct any money owed to us, whether under this **lease** or otherwise;
 - 2.4.2 without limitation to the generality of clause 2.4.1 of this **Chapter 21**, deduct any expense or loss we incur because you have failed to comply with your obligations in clauses 1 and 2 in **Chapter 8**; and
 - 2.4.3 keep the **repair fund** until we can accurately assess the amount due to us under clauses 2.4.1 and 2.4.2 of this **Chapter 21**.
 - 2.5 If we sell our interest in the **property**, we will pay the **repair fund** to whoever buys the property from us. They will continue to hold the **repair fund** on the terms of this clause 2 of this **Chapter 21**.
 - 2.6 When from time to time you carry out and complete your obligations in clauses 1 and 2 in **Chapter 8**, you may ask us in writing to release an amount from the **repair fund** equivalent to the value of the **repair fund** or (if lower) the value of the works which you have carried out at the **property** and provided that:
 - 2.6.1 the amount of the **repair fund** that you have requested is for no lesser sum than £1,000;
 - 2.6.2 you have made no more than two other requests for a release of the **repair fund** within the previous 12 **month** period;
 - 2.6.3 you have provided us with costed invoices (or such other supplementary documentation as we may reasonably request from time to time) relating to the works that you have carried out pursuant to clauses 1 and 2 in **Chapter 8**); and
 - 2.6.4 we have approved (acting reasonably) any such costed invoices and supplementary evidence provided pursuant to clause 2.6.3 of this **Chapter 21** (with an approval, or as the case may be, a reason for rejection to be given by us within 28 days of receipt of such invoices and supplementary evidence),then we will make a payment to you from the **repair fund** as soon as reasonably practicable.

- 2.7 If the value of any works you carry out at the **property** from time to time in accordance with your obligations in clauses 1 and 2 in **Chapter 8** exceeds the value of the **repair fund** at the point at which you ask us to release some or all of the **repair fund** to you then for the avoidance of doubt, you agree and accept that you will need to meet any shortfall between the cost of the works and the amount of the **repair fund** yourself.

CHAPTER 22 OUR SERVICES

This **Chapter** explains the various benefits and services which we will provide during the **term**.

1 **Quiet Enjoyment**

Provided you comply with your obligations set out in this **lease** we will allow you to use and enjoy the **property** without interference by us unless required by law or by this **lease**.

2 **Services which we will provide**

2.1 We will:

- 2.1.1 make available the **services package(s)** to you;
- 2.1.2 provide the services set out in the **services package** chosen by you; and
- 2.1.3 charge an **estimated services package charge** applicable to the **services package** chosen by you.

2.2 [We will appoint on your behalf an **innside track firm**].

3 **Drinks Supply**

3.1 We shall:

- 3.1.1 Provide you with the current **listed drinks** list.
- 3.1.2 Use reasonable endeavours to supply or procure the supply to you of such quantities of **tied drinks** that are **listed drinks** as you may require and be ready and able to pay for.
- 3.1.3 Sell you **tied drinks** at our prices as normally charged by us to tenanted public houses less a discount which will be set by us. The discount will not be less than:
 - (i) The **OBV discount** in relation to draught **beer** and draught **cider** which is brewed by us or a **group undertaking** (or such other party as we nominate);
 - (ii) The **non OBV Type A discount** in relation to those brands of draught **beer** and draught **cider** which are identified as "Type A" brands in the **brand list**;
 - (iii) The **non OBV Type B discount** in relation to those brands of draught **beer** and draught **cider** which are identified as "Type B" brands in the **brand list**;
 - (iv) The **non OBV Type C discount** in relation to those brands of draught **beer** and draught **cider** which are identified as "Type C" brands in the **brand list**;

and in each case supplied to you by us (or such other party as we nominate). For the avoidance of doubt the **OBV discount**, **non OBV type A discount**, **non OBV type B discount** and **non OBV type C discount** referred to in clause 3.1.3(i), clause 3.1.3(ii), clause 3.1.3(iii) and

clause 3.1.3(iv) above relate to draught **beer** and **cider** only and do not apply to packaged **beer** or **cider**.

- 3.2 If we sell you **drinks** after this **lease** has ended then we do not have to allow you any discount (be it the **OBV discount**, **non OBV type A discount**, **non OBV type B discount**, **non OBV type C discount** or otherwise).

4 **Drinks Supply – Premium Packaged Beers and Premium Packaged Ciders (“Discover World Beer”)**

- 4.1 Subject to clause 4.3 below, we shall sell those **tied drinks** which are **PPB brands** for the **PPB sale price** shown in **Chapter 16** Commercial Terms.

- 4.2 In return for us agreeing to supply you with the **PPB brands** for the **PPB sale price** you agree that:

4.2.1 The only packaged **beers** and/or packaged **ciders** you will stock and make available for sale at the **property** will be **PPB brands**;

4.2.2 You will not sell any packaged **beer** and/or packaged **cider** at the **property** which is not a **PPB brand**;

4.2.3 You will not:

- (i) Bring any **PPB blocked brands** onto the **property**; and
- (ii) Display, dispense or sell any **PPB blocked brands** at the **property**.

4.2.4 You will remove any **PPB blocked brands** from the **property**.

- 4.3 If:

4.3.1 You breach any of the terms of this **lease**; or

4.3.2 We serve you not less than 1 month's notice;

our obligation to supply **PPB brands** to you for the **PPB sale price** will end and we can then supply **PPB brands** to you for the price specified in our list price that is available at that time. In these circumstances your obligations in relation to **PPB blocked brands** detailed in clause 4.2 above will no longer apply.

- 4.4 For the avoidance of doubt, we reserve the right to review and change:-

4.4.1 the **PPB brands**;

4.4.2 the **PPB sale price**; and/or

4.4.3 the **PPB blocked brands**

from time to time and if we do so we will provide you with notice of any change. We may do this, for example, in the event that we change our standard wholesale price list or there is a change in the alcohol duty rates on **drinks** imposed by HM Revenue & Customs or otherwise.

5 **Drinks Supply - Release**

- 5.1 If we fail to supply you with **tied drinks** which are **listed drinks** for a period of time which in all the circumstances is excessive then if you ask us in writing to release you from your obligations to purchase those **tied drinks** from us and if we confirm your release in writing you will be released but only for so long as is necessary.

- 5.2 We can release you from your obligations to purchase **tied drinks** from us as set out in clause 2.3 of **Chapter 20** at any time.

CHAPTER 23

ENDING THIS LEASE

1 **Waiver and Continued Supply**

It is a requirement of clause 2.3 of **Chapter 20** that whilst you occupy the **property** you only sell **tied drinks** which you have purchased from us. If we take any proceedings against you for whatever reason such supply will not affect any rights or act as a waiver of any of our rights if we continue to supply you with **tied drinks**.

CHAPTER 24 GENERAL PROVISIONS

1 **Pubs Code**

You and we agree:

- 1.1 that the obligations and requirements set out in the **pubs code** shall apply to this **lease**;
- 1.2 to observe and perform our respective obligations in the **pubs code**;
- 1.3 that we may rely on the obligations and requirements set out in the **pubs code** as if they were set out in this **lease**; and
- 1.4 if there is any inconsistency or conflict between the **pubs code** and this **lease**, the **pubs code** shall take precedence.

2 **[Retained Fixtures and Fittings]**

- 2.1 You shall be granted use of the **landlord's retained items** as part of the **property**.
- 2.2 In the event that **Chapter 16 to Chapter 23** (inclusive) no longer apply:
 - 2.2.1 you will no longer be permitted to have use of the **landlord's retained items**;
 - 2.2.2 the **landlord's retained items** will not form part of the **fixtures**; and
 - 2.2.3 you will be required to purchase the **landlord's retained items** from us if you wish to continue to use them but otherwise we shall be entitled to take back possession of the **landlord's retained items**.]

IN WITNESS WHEREOF this lease printed on this and the preceding [forty eight] pages, together with the schedule annexed as relative hereto, are executed as follows:-

On behalf of Star Pubs Trading Limited at _____ on _____ 2025
by _____ as Attorney conform to Power of Attorney granted by Star Pubs
Trading Limited dated 5 June 2025 before this witness:-

WITNESS:

Signature: _____

Attorney

Full Name: _____

Address: _____

By You at
before this witness:-

on

2025

WITNESS:

Signature: _____

[Director]

Full Name: _____

Address: _____

By the guarantor at
before this witness:-

on

2025

WITNESS:

Signature: _____

Full Name: _____

Address: _____

This is the Schedule referred to in the foregoing Investment Tenancy [between/among] []

PART ONE: PPB BRANDS



Sub Cat	Material Name	SKU Code	Vendor/Owner	Base Unit	Liters	DWB Pricing £ ex VAT
ALE	ADNAMS Ghost Ship Alc Free NRB 8x50cl	DR28	Adnams PLC	500X8	4	11.57
CIDER	ASPALLS Draught NRB 12x50cl	GB83	Molson Coors Brew Co	500X12	6	33.58
LAGER	B MORETTI Can Shrink 4(6x33cl) GB	CN36	Heineken UK	330X24	7.92	30.77
LAGER	B MORETTI NRB Case 24x33cl GB	CM81	Heineken UK	330X24	7.92	31.12
LAGER	B MORETTI NRB Case 24x33cl GB 2024	CR23	Heineken UK	330X24	7.92	31.12
LAGER	B MORETTI NRB Case 24x33cl P/IT GB	CH41	Heineken UK	330X24	7.92	32.18
LAGER	B MORETTI NRB Tray 12x66cl GB 2024	CR21	Heineken UK	660X12	7.92	26.99
LAGER	B MORETTI Sdm NRB Tray 6(4x33cl) GB 2024	CR24	Heineken UK	330X24	7.92	26.66
LAGER	B MORETTI Zero NRB Tray 6(4x33cl) GB	CR37	Heineken UK	330X24	7.92	21.13
LAGER	BEAVERTOWN Bones Can 12x33cl GB 2025	CR93	Heineken UK	330X12	3.96	20.36
LAGER	BEAVERTOWN Gamma Ray Can 12x33cl GB 2025	CR90	Heineken UK	330X12	3.96	21.73
ALE	BEAVERTOWN Gamma Ray Can 24x33cl	DQ97	Beavertown Brewery L	330X24	7.92	44.28
ALE	BEAVERTOWN Lazer Crush Can 24x33cl GB 25	CR92	Heineken UK	330X24	7.92	27.05
ALE	BEAVERTOWN Neck Oil Can 12x33cl GB 2025	CR91	Heineken UK	330X12	3.96	20.00
ALE	BEAVERTOWN Neck Oil Can 24x33cl	DQ98	Beavertown Brewery L	330X24	7.92	40.73
CIDER	BLMRS Rd Brs&Lm NRB Case 12x50cl GB	HC66	Heineken UK	500X12	6	21.99
ALE	BRAINS Reverend James NRB 8x50cl	DK67	S.A. Brain & Company	500X8	4	20.47

ALE	BRIXTON Atlantic APA Can Tray 24x33cl GB	CN90	Brixton Brewery Ltd.	330X24	7.92	46.41
LAGER	BRIXTON Coldharb Can Try 24x33cl GB	CO32	Heineken UK	330X24	7.92	39.53
ALE	BRIXTON Low Volt IPA Can Try 24x33cl GB	CN89	Brixton Brewery Ltd.	330X24	7.92	45.36
ALE	BRIXTON Relian PA Can Tray 24x33cl GB	CN88	Brixton Brewery Ltd.	330X24	7.92	44.19
LAGER	BUDWEISER BUDVAR NRB 24x33cl	C625	Budweiser Budvar UK	330X24	7.92	39.12
CIDER	BULMERS Original NRB Case 12x50cl GB	HC65	Heineken UK	500X12	6	20.47
ALE	CALEY Deuchars IPA NRB 8x50cl	DS25	Greene King Brewing	500X8	4	17.87
LAGER	COORS NRB 24x33cl	DM07	Molson Coors Brew Co	330X24	7.92	32.92
ALE	COURAGE Directors Bitter NRB 8x50cl	DJ90	Carlsberg Marston's	500X8	4	17.16
ALE	COURAGE Light Ale NRB 24x27,5cl	DJ02	Carlsberg Marston's	275X24	6.6	21.85
LAGER	CRUZCAMPO NRB Case 12x33cl GB	CQ73	Heineken UK	330X12	3.96	15.6
LAGER	CRUZCAMPO NRB Case 24x33cl GB	CR46	Heineken UK	330X24	7.92	30.35
LAGER	DAURA Damm NRB 24x33cl	DQ69	Damm Brewery (UK) Lt	330X24	7.92	34.93
LAGER	DESPERADOS Can Shrink 2(10x33cl) GB	CP24	Heineken UK	330X20	6.6	27.4
LAGER	DESPERADOS NRB Case 24x33cl GB	CK81	Heineken UK	330X24	7.92	34.51
LAGER	ERDINGER Leight NRB 12x50cl AF	DL01	Carlsberg Marston's	500X12	6	18.47
ALE	ERDINGER Weissbier NRB 12x50cl	CA84	Carlsberg Marston's	500X12	6	27.41
LAGER	ESTRELLA DAMM NRB 24x33cl	DJ19	Damm Brewery (UK) Lt	330X24	7.92	35.54
LAGER	FOSTERS Can Tray 6(4x44cl) GG GB 2023	CQ34	Heineken UK	440X24	10.56	30.06
STOUT	GUINNESS 0% Can 24x53,8cl	DS26	Diageo Great Britain	538X24	12.912	44.14
STOUT	GUINNESS Can Cs 24x55,8cl Microdraught	DS11	Diageo Great Britain	558X24	13.392	61.19
STOUT	GUINNESS Microdraught Can 24x55,8cl 24	DS35	Diageo Great Britain	558X24	7.92	62.82
STOUT	GUINNESS Surger Can 24x52cl	DI73	Diageo Great Britain	520X24	12.48	56.86
STOUT	GUINNESS West Indies Porter NRB 8x50cl	DP16	Diageo Great Britain	500X8	4	16.47
LAGER	HEINEKEN 0.0 Keg OW Case 8L Blade GB	BT47	Heineken UK	8L	8	25.01
LAGER	HEINEKEN 0.0 NRB Tray 24x33cl GB	CN19	Heineken UK	330X24	7.92	20.37
LAGER	HEINEKEN Can Shrink Tray 4(6x33cl) GB	CR31	Heineken UK	330X24	7.92	30.06
LAGER	HEINEKEN NRB 24x33cl GB 2024	CR42	Heineken UK	330X24	7.92	30.8
LAGER	HEINEKEN Silver Can Tray 24x33cl GB	CP51	Heineken UK	330X24	7.92	26.67
CIDER	INCHS Med AC Can Tray 6(4x44cl) GG GB	HB86	Heineken UK	440X24	10.56	29.78
CIDER	INCHS Med AC Can Tray 6(4x44cl) OPO GB	HC62	Heineken UK	440X24	10.56	26.36
ALE	JSES Can Tray 6(4x44cl) GB 2023	CR06	Heineken UK	440X24	10.56	26.92
LAGER	MILLER Genuine Draft NRB 24x33cl	DR49	Molson Coors Brew Co	330X24	7.92	35.91

ALE	MORLAND Old Spckld Hen GF NRB 8x50cl	DS32	Carlsberg Marston's	500X8	4	19.14
ALE	NEWCASTLE BROWN ALE NRB Tray 12x55cl GB	D181	Heineken UK	550X12	6.6	24.56
CIDER	OLD MT Mng & Psnf NRB Case 12x50cl GB 24	HD36	Heineken UK	500X12	6	27.35
CIDER	OLD MT Brs&Chrs 0.0% NRB Cs 12x50clGB 22	HC46	Heineken UK	500X12	6	22.27
CIDER	OLD MT Brs&Chrs NRB Case 12x50cl GB 23	HC75	Heineken UK	500X12	6	28.17
CIDER	OLD MT Kw&Lm NRB Case 12x50cl GB 23	HC76	Heineken UK	500X12	6	28.17
CIDER	OLD MT Pne&Rsp 0.0% NRB Cs 12x50cl GB 22	HC47	Heineken UK	500X12	6	22.27
CIDER	OLD MT Pne&Rsp NRB Case 12x50cl GB 23	HC77	Heineken UK	500X12	6	27.77
CIDER	OLD MT Str&Apl NRB Case 12x50cl GB 23	HC78	Heineken UK	500X12	6	28.17
CIDER	OLD MT Wt & Lm NRB Case 12x50cl GB 23	HC79	Heineken UK	500X12	6	26.57
LAGER	RED STRIPE Can Tray 6(4x44cl) GG GB	CO68	Heineken UK	440X24	10.56	29.2
CIDER	REKO Pass NRB 15x50cl Pubco	GB77	Molson Coors Brew Co	500X15	7.5	41.52
CIDER	REKORDERLIG Strawberry NRB 15x50cl Pubco	GB73	Molson Coors Brew Co	500X15	7.5	41.52
CIDER	REKORDERLIG Wildberry NRB 15x50cl Pubco	GB88	Molson Coors Brew Co	500X15	7.5	41.52
LAGER	SAGRES NRB Case 24x33cl GB	DR96	Kingfisher Beer Euro	330X24	7.92	36.5
CIDER	SBOW Drk Frt Can Tray 6(4x44cl) GG GB	HB54	Heineken UK	440X24	10.56	35.49
ALE	SHARPS Doom Bar Bitter NRB 8x50cl	DQ58	Molson Coors Brew Co	500X8	4	16.69
ALE	SHIPYARD American IPA NRB 8x50cl	DQ66	Carlsberg Marston's	500X8	4	16.15
LAGER	SOL NRB Case 24x33cl GB 25	CS09	Heineken UK	330X24	7.92	25.75
CIDER	STRONGBOW Can Tray 6(4x44cl) GG GB	HB51	Heineken UK	440X24	10.56	35.02
ALE	THEAKSTON Old Peculier NRB 8x50cl 2019	DR75	T.&R. Theakston Ltd.	500X8	4	18.27
ALE	THEAKSTON XB NRB 8x50cl	DR77	T.&R. Theakston Ltd.	500X8	4	18.64
LAGER	TIGER NRB Case 24x33cl GB	CI51	Heineken UK	330X24	7.92	33.17
LAGER	TIGER NRB Tray 12x64cl GB	CI54	Heineken UK	640X12	7.68	31.84

PART 2: PPB BLOCKED BRANDS

HUK SKU Code	SKU Name	Manufacturer
DS18	BUDWEISER NRB 24x33cl Standard	AB Inbev UK Ltd.
DQ79	BUDWEISER NRB 24x33cl	AB Inbev UK Ltd.
DM08	CORONA Extra NRB 24x33cl Pubco	AB Inbev UK Ltd.
DH82	HOLSTEN Pils NRB 24x27,5cl	Carlsberg UK Ltd.
DQ96	KINGFISHER NRB 24x33cl	Kingfisher Beer Europe Ltd.
GB45	MAGNERS Original NRB 12x56,8cl Pubco	AB Inbev UK Ltd.
DS24	PERONI Nastro Azzuro NRB 24x33cl Pubco	Asahi UK Ltd.
DL05	PERONI Nastro Azzuro NRB 24x33cl Pubco	Asahi UK Ltd.

PART THREE: PLAN

[INSERT PLAN AND ENSURE PROPERTY DEFINITION TIES IN WITH HOW THE PROPERTY IS SHOWN ON IT]

[PART FOUR: FIXTURES AND FITTINGS INVENTORY]