

FREDERIC ROBINSON LTD

A Summary Of Terms



- 1 TERM** – There are 1, 5 or 10 year options. The agreement ends at the end of the term. However the 5 year and 10 year agreements are protected by Landlord and Tenant Act 1954.
- 2 TERMINATION** – Either party can terminate the agreement by putting notice in writing with 3, 6 or 12 months' notice at any time during the tenancy depending on the length of term of the agreement.
- 3 PERMITTED USE** – The premises may be used as a fully licensed public house for the retail sale of alcoholic and non-alcoholic drinks and the ancillary provision of accommodation, food and other refreshments.
- 4 ASSIGNMENT** – The Tenancy is not assignable and does not include any value for goodwill.
- 5 THE RENT** – A rent will be agreed prior to occupation and may or may not include rent steps. There will be an initial rent payment of at least 2 weeks rent in advance upon signing the agreement. After this period, payments, which will include VAT, will be twice monthly in advance by Direct Debit. The rent will be indexed linked and will be adjusted upwards or downwards appropriately on the anniversary of the agreement in line with the Retail Price index. The rent may alter by agreement if the Company agrees to spend capital money altering or extending the premises.
- 6 DEPOSIT OR SECURITY BOND** – A bond will be required upon signing the agreement. The level of bond is likely to be between £5,000 and £10,000.
- 7 INSURANCE** – We will arrange insurance for the building, and this is not recharged to the tenant. Tenants are required to cover for the contents including trade inventory, stock, all fixed glass, employers', third party and public liabilities, loss caused by interruption to the business and any loss of money.
- 8 INVENTORY** – You must purchase the loose trade inventory at valuation outright or via a brewery loan. Alternatively arrangements can be made to rent the inventory from us. The value will be determined by an independent trade valuer. We may re-purchase the trade inventory at valuation during or at the end of the tenancy. This will then be offset against the value of any money you may owe the Company. You may not sell or charge the inventory to any third party.
- 9 TERMS OF TRADING** – We operate a Full Tie on purchases of all wet products. Payment for products at our standard wholesale prices is normally due 14 days in arrears by Direct Debit. The Price list and any discount structure agreed will continue throughout the term of the agreement subject to us updating the price and product list from time to time.
- 10 GAMING** – You must obtain amusement machines from nominated suppliers. You are entitled to retain 50% of net income after supplier share.
- 11 BEER DISPENSE EQUIPMENT** – Dispense equipment will be provided by the nominated suppliers and Frederic Robinson Ltd. The Company that has supplied the equipment will be responsible for the repair and maintenance. Cellar cooling equipment is your responsibility and we have arranged a group servicing scheme to cover this.
- 12 CELLAR MONITORING EQUIPMENT** – You must allow us or, if relevant, our agents access to the Premises to install and inspect Cellar Monitoring equipment.
- 13 REPAIRS** – The Company is responsible for all major repairs to the fabric of the building as well as external decoration and signage. The tenant shall keep the Premises and all drains, reasonably accessible gutters, gullies, down pipes and all grease traps, lavatories, sinks etc., in good order and condition. Tenants are required to keep the premises in a reasonable decorative order, this includes the domestic areas.
- 14 TRAINING** – Unless you already hold the appropriate qualification you will be required to take the BII Pre Entry Awareness Training (PEAT) and will be required to attend our 3 day Induction Training Course. You will also be required to hold the Bii APLH (Award for Personal License Holders).
- 15 PREMISES AND PERSONAL LICENCES** – Frederic Robinson Ltd hold the Premises License for all houses. You must also hold a Personal License and be named as the Designated Premises Supervisor (DPS) for the Premises, unless we consent to some other person being the DPS.
- 16 SERVICE CHARGES** – The company deals with compliance testing (but not any resultant remedial work unless the responsibility of Frederic Robinson Ltd) for a range of health and safety matters. Together with a number of service and maintenance contracts these are covered by an annual service charge which is then collected in 24 equal payments on the same schedule as the property rent.
- 17 REPAIR & DECORATIONS FUND** – The agreement requires you to pay a regular agreed amount into a "repair and decorations" Account which will be held on your behalf and accessible by you when you need to make a repair or redecorate your pub as per the terms of your agreement.
- 18 ACCOUNTS & STOCKTAKING** – All tenants, excepting only experienced multiple operators are required to engage the services, in the first twelve months of the term, of an accountant and stocktaker from our shortlisted panel.
- 19 PROFESSIONAL ADVICE** – Before entering into an agreement you should take independent legal and professional advice. Before completion you would need to demonstrate that you have done so or confirm in writing your decision not to despite our advice.

PLEASE NOTE:

This summary of Terms is provided for guidance only.
Please refer to your offer letter for specific details of your proposed Tenancy
Subject to Contract and formal Tenancy Agreement
A full copy of the Tenancy Agreement can be made available to you