

**DATED Date 200()**

**DANIEL THWAITES PUBLIC LIMITED COMPANY**

- and -

**TENANTS NAME**

and

**[Any Guarantors]**

**AGREEMENT**

Relating to the temporary tenancy of the

**HOUSE NAME**

**ADDRESS**

**TOWN**

**COUNTY**

**POST CODE**

TENANCY AGREEMENT dated **Date 200( )**

BETWEEN

(1)“THE Landlords” DANIEL THWAITES PUBLIC LIMITED COMPANY OF P.O. Box 50, Star Brewery, Blackburn, Lancashire, BB1 5BU and whoever for the time being owns the interest in the property which gives the right to possession of it when this lease ends

(2)“THE Tenants”

**Tenants Name & Full Address**

and whoever for the time being is entitled to the property under this lease

1. IN this agreement

1.1 WHENEVER there is more than one tenant, all their obligations can be enforced against all of the tenants jointly and against each individually

1.2 A REFERENCE to an Act of Parliament refers to the Act as it applies at the date of this agreement and any later amendment or re-enactment of it

1.3 A RIGHT given to the Landlords to enter the property extends to anyone the Landlords authorise to enter and includes the right to bring workmen and appliances onto the property for the stated purpose

2. IN exchange for the obligations undertaken by the Tenants:

2.1 THE Landlords let the property described below (“the property”) to the Tenants on a tenancy at will from and including the **Date** day of **Month 200( )**

2.2 THE property is

**House Name and Full Address**

3. THE parties agree:

3.1 EITHER party can end the tenancy at any time by giving notice to the other

3.2 THE rules as to the service of notices in Section 196 of the Law of Property Act 1925 apply to any notice given under this agreement

4. THE Tenants agree with the Landlords:

4.1 NOT to use the property or any part of it except as a public house (“use allowed”) nor to allow anyone else to do so

4.2 NOT to use the property or any part of it for any of the following nor allow anyone else to do so:

activities which are dangerous, offensive, noxious, noisome, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlords or to the owner occupier of any neighbouring property

4.3 (a) In this clause “to deal with” means to assign, sublet, mortgage, charge, part with possession of or share

**House Name and Full Address**

(b) not to deal with the whole property nor with any part of it separately from the whole

4.4 NOT to pull down nor to alter or add to the property nor allow anyone else to do so

4.5 TO allow the Landlords to enter the property at any time to carry out inspections and surveys and to take measurements

4.6 NOT to object to any application for planning permission submitted in respect of the property

4.7 TO give the Landlords promptly a copy of any notice received concerning the property

4.8 TO pay for all gas and electric light and power which shall be consumed or supplied on or to the property during the period of this agreement and the amount of all charges made for the use of the telephone (if any) on the property and a proper proportion of the amount of the rental or other recurring charges to be assessed for any of the said services

4.9 TO occupy and reside personally upon the property and to keep the property open as licensed premises during such hours as the Landlords shall from time to time require and to conduct the business in such orderly manner that the desired or necessary Licences may not be refused to be renewed and to increase the custom and connection of the business to the utmost of their power

4.10 NOT to surrender or attempt to surrender or allow to lapse the Justice’ Licence or any other Licences or Certificates held in respect of the property nor without the previous consent in writing of the Landlords to transfer or assign the said Licences or Certificates nor take any steps to have the same removed to any other premises

4.11 WHEN the tenancy ends to assign transfer and hand over the residue of all licences and Certificates to the Landlords or their nominee or nominees

4.12 TO forthwith deposit with the Landlords the sum of £ **Bond** and that the Landlords shall hold the same by way of guarantee for the due performance by the Tenants of the agreements and conditions herein contained and the Landlords may indemnify themselves out of the sum for any financial loss they may sustain or may have sustained through any breach or by the Tenants their assistants or servants of the provisions of this agreement and subject as aforesaid the Landlords hereby agree to pay to the Tenants interest on the said sum of £ **Bond** or any balance from time to time remaining in the hands of the landlords at One percent (1%) over the Midland High Interest Cheque Account

4.13 TO preserve the trade fixtures trade furniture and trade utensils which are on the property at the date of this agreement from being destroyed or damaged and not to remove any of them from the property

4.14 (1) THE Tenants shall purchase exclusively from the Landlords or any person nominated from time to time by the Landlords on the Landlords behalf at the Landlords then current list prices all such beers (in barrel cask keg bottle can or other container) as are specified by type on the list attached hereto and all such non-beer drinks as are specified by type on the said list as the Tenants may require for consumption sale or supply on the property and shall not buy receive sell or dispose of either directly or indirectly or permit or suffer to be bought received sold or disposed of on, out or about the property any beers or other drinks specified as aforesaid other than such as shall have been purchased from the Landlords or such nominee as aforesaid

(2) THE Tenants shall not buy receive sell or dispose of either directly or indirectly or permit or suffer to be bought received sold or disposed of on, out of or about the property any beer (in barrel cask keg bottle can or other container) which is of the same type as any of the beers specified on the said list and which has not been purchased from the Landlords or such nominee as aforesaid

(3) Tenants shall not (save under the conditions specified in sub-clause (6) hereof) buy receive sell or dispose of either directly or indirectly or permit or suffer to be bought received sold or disposed of on out of or about the property any beer which is of a different type to any of the beers specified as aforesaid and which not been purchased from Landlords or such nominee as aforesaid

(4) NOTHING in sub-clause (1) hereof shall restrict the right of the Tenants to obtain any such non-beer drinks as are listed as aforesaid from a supplier or suppliers other than the Landlords or such nominee as aforesaid on condition that:

(i) such supplier or suppliers offer such drinks to the Tenants on more favourable terms than the Landlords or such nominee as aforesaid; and  
(ii) the Tenants notify the Landlords or such nominee as aforesaid of the more favourable terms which are available from such supplier or suppliers and asks the Landlords or such nominee as aforesaid whether it is prepared to match the said terms;  
and

(iii) the Landlords or such nominee as aforesaid either declines to match the said terms or fails to match the said terms within Seven days of the said notification

(5) NOTHING in sub-clause (1) hereof shall restrict the right of the Tenants to obtain from suppliers other than the Landlords or such nominee as aforesaid non-beer drinks which are of the same type as those listed as aforesaid but which bear different trade marks on condition that:

(I) the Tenants first notify the Landlords or such nominee as aforesaid of the drink which they intend to obtain and ask the Landlords or such nominee as aforesaid whether it is prepared to offer the said drink to the Tenants; and

(ii) the Landlords or such nominee as aforesaid either declines to offer the said drink or fails to offer the said drink within seven days of the said notification

(6) NOTHING in sub-clause (3) hereof shall restrict the right of the Tenants to sell beer which is of a different type to any beers specified as aforesaid and which has not been purchased from the Landlords or such nominee as aforesaid provided that such beer is offered for sales by the Tenants only in bottles cans and/or other small packages. If in addition the sale of any such beer in draught form is customary and/or necessary to satisfy a sufficient demand from consumers the Tenants shall in addition or alternatively be entitled to sell such beer draught form

(7) WHILE any neglect refusal inability by the Landlords or such nominee as aforesaid to comply with the covenant by the Landlords contained in clause 5.3 hereof shall not release the Tenants from further liability to observe the requirements of this clause the Tenants shall nevertheless be entitled during the continuance only of such neglect refusal or inability (unless caused by the default of the Tenants to pay for goods already supplied to the Tenants) to supply themselves from other sources with

all such of the products mentioned above as may be necessary for carrying on the Tenants business

(8) FOR the purposes of this clause beers or non-beer drinks of the same type shall be understood to be those which are not clearly distinguishable in view of their composition appearance and taste

4.15 WHEN the tenancy ends to return the property to the Landlords

5. THE Landlords agree with the Tenants:

5.1 THAT the Tenants will pay an annual rent of £ **Book rent** for the said property

5.2 THAT the Landlords or their nominee will during the tenancy to the best of their ability to supply the tenants with such liquors and other goods as usually charged and supplied by them to their tied tenants in the same district as the Tenants may reasonably require and by ready to pay for provided that this agreement shall not compel the Landlords or their nominee to delivery any goods on credit until the Tenants shall have paid for all goods previously delivered to the Tenants and the Tenants hereby agree that any refusal by the Landlords or their nominee in these circumstances to supply a second or a further lot of goods shall not release the Tenants from the covenants contained in this agreement AS WITNESS the hand of the parties hereto the day and year first written above

**Signed as a Deed** by **Daniel Thwaites plc** acting by a director in the presence of:

Witness Signature .....



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Witness Name: **Kendra Milburn**

Address: **Daniel Thwaites Plc  
Star Brewery,  
Blackburn  
Lancashire, BB1 5BU**

SIGNED by the Tenants in the )  
presence of:- )

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