Plunkett Foundation
MORE THAN A PUB
Tenancy Resources**Template: Additional information to the Heads of Terms**

**This document is a template, for further information we recommend you seek professional advice.**

**Template document kindly supplied by MJD Hughes, a recommended** [**Plunkett Member**](https://plunkett.co.uk/become-a-member/) **supplier.**

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**Additional information to the Heads of Terms for Lease between the Community Group (the Landlord) and Name of the tenant (tenant(s))**

1. **General**

The tenant will enter into a lease agreement with *Community Group name*. The lease will be for **X years**

# Management Arrangements

The board of *Community Group name* are keen to see the business succeed and want to help the tenant in any way that they can. However, *Community Group* do not want to micro manage this business and we fully recognise that the tenant must be left to develop and manage the business in the manner that they choose. *Community Group* are seeking a constructive and supportive relationship in which the broad direction of the business is set, targets agreed, and key milestones confirmed. Quarterly review meetings will be held between the tenant and the *Community group* representative at which progress can be discussed and key decisions made. *Community Group* require an open book policy in which a mutually agreed accountant has oversight of the financial performance and record keeping. The *Community Group* may ask the tenant to agree to host some specific village events, in accordance with the *Community Group Plan*, copy provided to the tenants, but all other matters will be the responsibility of the tenant.

1. **Accommodation**

The tenant is required to live in the premises provided above the Pub

1. **Name of pub**

Thename of the pub is XXXXXXXXX and may not be changed by the tenant

1. **Opening hours**

The tenant will be entitled to open the pub within the constraints of the hours as permitted by law. The precise opening times of the pub will be agreed between the landlord and the tenant and will be agreed prior to the lease beginning. The agreed times can be changed by mutual consent but the landlord will expect the pub to be open seven days a week throughout the year during those hours which are considered customary within the licensed trade.

1. **Character of pub**

The essential character of the pub, as a *traditional country pub with letting bedrooms* should be retained.

1. **Decoration of the pub**

The Lessee will be required to decorate the interior and exterior of the property every [3 internal/5 external] years to the satisfaction of the Landlord. The exterior and interior colour must be in keeping with the property and as agreed with the Landlord.

1. **Commitment to local community**

As a community enterprise, the *Community Group* considers a commitment to the local community to be important and would expect the Tenant to show a similar commitment.

1. **Community Facilities**

The *Community Group* is committed to developing *(name of pub)* as the Hub of the community. The tenant will help to provide facilities for the village inside and around the pub. The location of the community facilities will be the subject of negotiation with the tenant, as will be the responsibility for managing such facilities. The lease will make reference to our desire to develop these facilities and the need for the tenant’s co-operation. However, we will not insist on activities or facilities that the tenant feels are detrimental to the business.

The following are current specific provisions related to this commitment:

(Examples…..)

* Tea/coffee and non-alcoholic drinks to be available at all times the pub is open, to encourage community elderly and facilitate community benefit plan aims. The tenant is required to make every effort to avoid any clash with the current coffee mornings run at the Village Hall on Thursday mornings, currently 10-12 am.
* There is a verbal agreement with *local supplier* to provide one of their ales on tap at all times; this should be understood as including any supplier specified by the landlord from time to time;
* Sports clubs to be encouraged to hold meetings and after-match sessions in the pub.

1. **Alienation including a break clause to the lease**

The lease will not contain a break clause as the intention of *The Community Group* and the tenant is to build a business together that is sustainable and successful.

Unforeseen situations such as poor health may change the personal circumstances of the tenant and their family. This may mean that the tenant may have to leave the business. The lease therefore provides the provision for the tenant to assign their lease provided consent is given by the Landlord. This consent will not be unreasonably withheld.

All costs associated with an assignment will be the responsibility of the tenant.