

# TENANCY AT WILL

Dated *31<sup>st</sup> March* 2023

**CRAMAR LEISURE LIMITED**

— and —

**ROBERT LESLIE WILLIAM JAMES**

Relating to

**WHEELWRIGHT ARMS**

**PENCOMBE**

**BROMYARD**

**HEREFORDSHIRE**

**HR7 4RN**

THIS TENANCY AGREEMENT is made on 31<sup>st</sup> March 2023

## **PARTIES**

- (1) **CRAMAR LEISURE LIMITED** incorporated and registered in England and Wales with company number 03683781 whose registered office is at The Parlour, Stonehouse Lane, Bringsty, Worcestershire, WR6 5TG (**Landlord**) and
- (2) **ROBERT LESLIE WILLIAM JAMES** of 16 Orchard Close, Bodenham, Herefordshire, HR1 3JJ (**Tenant**)

NOW IT IS AGREED as follows:

### **1 Definitions**

<b>Deposit</b>	means £3,000;
<b>Permitted Use</b>	means use as a public house including the provision of food, accommodation (where accommodation facilities are comprised within the Premises), services, entertainment and other uses normally ancillary to public house use;
<b>Premises</b>	means the land and building known as the Wheelwright Arms, Pencombe, Bromyard, Herefordshire, HR7 4RN as comprised in the Lease;
<b>Rent</b>	the rent of £1,000 per calendar month;
<b>Tenancy</b>	the tenancy at will granted by this Agreement commencing 1 April 2023;
<b>VAT</b>	value added tax or any other tax of a similar nature.

### **2 Interpretations**

In this Agreement:

- 2.1** Words importing one gender are to be construed as importing any other gender;
- 2.2** Words importing the singular are to be construed as importing the plural and vice versa;
- 2.3** The clause headings do not form part of this Agreement and must not be taken into account in its construction or interpretation;

- 2.4** The expressions 'the Landlord' and 'the Tenant' shall not include any successors in title or assigns of either party;
- 2.5** Where any party comprises more than one person, the obligations and liabilities of that party under this Agreement are to be joint and several obligations and liabilities of those persons;
- 2.6** Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

### **3 Tenancy at will**

The Landlord lets and the Tenant takes the Premises on a tenancy at will commencing on the date of this Agreement. During the Tenancy the Tenant shall pay the Rent to the Landlord.

## **4 Rent**

### **4.1 Payment of Rent**

The Landlord may (for convenience of management) demand and collect Rent in advance for fixed collection periods of one month, on the first day in each month, save the first month of the Tenancy which shall be rent free.

### **4.2 Refund on termination**

On termination of the Tenancy, any Rent previously paid in respect of any period falling after the date of termination must be repaid to the Tenant immediately.

### **4.3 Periodic tenancy excluded**

Neither the payment of any Rent, nor any demand for payment of it, nor the fact that the amount of the Rent is calculated by reference to a period, is to create, or cause the Tenancy to become, a periodic tenancy.

## **5 The Tenant's obligations**

The Tenant agrees with the Landlord to observe and perform the requirements of this clause 5.

### **5.1 Payment of the Rent**

The Tenant must pay the Rent in accordance with clause 4.1.

### **5.2 Insurances**

At their own cost, the Tenant shall prior to the start of and for the duration of this Tenancy ensure that all suitable insurances required with the operation of a public house are in place.

**5.3 Payment of Buildings Insurance**

The Tenant shall reimburse the Landlord £142.56 as a contribution towards the Buildings Insurance, payable on the first day of each month.

**5.4 Outgoings**

The Tenant must pay, and indemnify the Landlord against, all existing and future rates, taxes, assessments, duties, charges, impositions and outgoings of an annual or other periodically recurring nature and insurance premiums paid by the Landlord in respect of the Premises during the currency of the Tenancy apportioned on a time basis if necessary by the Landlord's surveyor for the time being.

**5.5 Interest**

If and whenever the Tenant fails to pay the Rent or any other money due under this Agreement on the due date, the Tenant must pay to the Landlord interest on the Rent or other money as the case may be at the rate of 5% per year above the base rate from time to time of Barclays Bank Plc from the date on which the payment is due to the date of payment, both before and after any judgment.

**5.6 Repair**

The Tenant must keep the internal coverings of the walls of the Premises, the floor and ceiling finishes of the Premises, and the doors, doorframes, windows and window-frames of the Premises in repair and in good decorative order.

**5.7 Alterations**

The Tenant must not make any alteration or addition whatsoever either to the exterior or the interior of the Premises.

**5.8 Return of the Premises**

The Tenant must return the Premises in the state required by this Agreement on determination of this Agreement, and immediately thereafter (and notwithstanding termination of this Agreement) clear away all rubbish, remove its belongings and make good any damage to the Premises caused by the Tenant, his agents and invitees.

**5.9 Use**

The Tenant must not:

- 5.9.1 use the Premises or any part of them otherwise than for the Permitted Use;
- 5.9.2 do or omit to do anything which might vitiate any insurance policies maintained by the Landlord; or

5.9.3 cause any nuisance or annoyance to the Landlord or to any adjoining or nearby owners or occupiers.

**5.10 Notices**

The Tenant must immediately after receipt give the Landlord full particulars of any notice affecting the Premises.

**5.11 Disposal**

The Tenancy being personal to the parties, the Tenant cannot and therefore must not hold the Premises on trust for another, assign, sublet, charge, part with the possession of, share occupation of, or otherwise dispose of the Premises or any part of the Premises.

**5.12 Occupation**

The Tenant must not permit the Premises or any part of the Premises to be occupied or used by any person other than the Tenant and the Tenant's employees.

**5.13 Compliance with statutes**

The Tenant must comply with all statutory requirements affecting the Premises, its use and occupation and the health and safety of persons working at or visiting the Premises, whether the legislation requires the owner, landlord, tenant or occupier to comply.

**5.14 Entry**

The Tenant must allow the Landlord, and all persons authorised by the Landlord, to enter the Premises at any reasonable time to ascertain whether the terms of this Agreement have been complied with.

**6 Indemnity**

The Tenant agrees at all times to indemnify the Landlord against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising through any default in compliance with this Agreement or arising from any other act or default of the Tenant its agents or invitees.

**7 Declarations**

The parties agree and declare as set out in this clause 7.

**7.1 Determination**

This Agreement is to be determined:

7.1.1 by any demand for possession of the Premises made by or on behalf of the Landlord giving no less than 28 days' notice; or



7.1.2 (without prejudice to any subsisting obligation of the Tenant imposed by this Agreement) by any delivery of possession by the Tenant to the Landlord, giving no less than 28 days' notice; or

7.1.3 the Tenancy being personal to the parties, immediately, by the death or dissolution of either party or by any disposition or purported disposition of the interest of either party whether voluntary or otherwise.

## **7.2 Exclusion of warranty as to use**

The Landlord does not imply or warrant that the Premises may be used for the purpose authorised by this Agreement or any other purpose.

## **8 General**

8.1 Neither the payment of any Rent, nor any demand for payment of it, nor the fact that the amount of the Rent is calculated by reference to a period, is to create, or cause the tenancy created by this Agreement to become, a periodic tenancy.

8.2 If any term of this Agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

8.3 The Landlord and the Tenant agree that this Agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English Courts.

8.4 This Agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **9 Deposit**

9.1 The Tenant must on signing this Agreement pay the Deposit to the Landlord to secure the due performance by the Tenant of the tenant covenants contained in this Agreement and to meet the obligations set out in this Agreement.

9.2 The Landlord will hold the Deposit on trust for the Tenant subject to the provisions of this Agreement and the Deposit shall only become repayable to the Tenant in the circumstances specified in clause 9.7.

9.3 The Landlord is entitled (but not bound) to withdraw from the Deposit the sum required to make good any Liabilities.

9.4 On determination of this Agreement the Landlord will be entitled to withdraw from the Deposit a sum equivalent to all Liabilities at the date of termination.

- 9.5 In addition to the sums described in sub-clauses 9.3 and 9.5 the Landlord is entitled (but not bound) to withdraw from the Deposit Account a sum equivalent to any VAT and all legal and other costs, charges and expenses properly incurred by the Landlord in relation to any breach on a full indemnity basis.
- 9.6 If the Landlord exercises its right under clause 9.3 or 9.5 to withdraw a sum from the Deposit the Tenant must immediately upon receipt of notice from the Landlord confirming the amount required and the reason for the withdrawal pay into the Deposit the sum required to restore the amount of the Deposit.
- 9.7 The Landlord will hold the deposit for so long as this Agreement is in place. The Deposit will be released to the Tenant in whichever is the earlier of:
- (A) the date of expiry or termination of the Agreement (however determined);
  - (B) the date on which the Tenant is released from its obligations as tenant under the Agreement pursuant to Landlord and Tenant (Covenants) Act 1995.

EXECUTED AS A DEED by the parties etc

Signed by WENDY GRIFFITHS acting as Director  
of the Landlord CRAMAR LEISURE LIMITED  
in the presence of:

W. I. Griffiths

Signature of Witness [Handwritten Signature]

Witness full name WENDY GRIFFITHS

Witness address 14 QUARRY RD.

HGREFORD

WILTSHIRE

Witness occupation COMMERCIAL PUB ACCOUNTANT

Signed by the Tenant  
ROBERT LESLIE WILLIAM JAMES  
in the presence of:

[Handwritten Signature]

