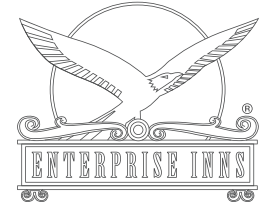


# E: AGREEMENT PRE-CONTRACT FORM



Sample Pub Name, Sample Street, Sample Town SA10 5PL

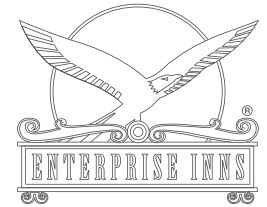
Proposed Date of Change: DD/MM/YYYY

<b>Agreement Holder</b>	
<b>Personal Guarantors</b>	

Agreement details (All values quoted are £ per annum and exclude VAT)			
Agreement type		Other charges:	
Agreement to Lease Reason		Building Insurance	
Agreement Rent		Business Insurance	
		Cellar cooling maintenance	
		Health and safety compliance package	
		Accountant and stock taking service	
		Repairs and maintenance/decoration funds	
		Heating and boiler maintenance	
		Fixtures & fittings rental	
		Gaming:	
Account Number		Gaming tie release fee	
		Gaming share to retailer (%)	
Product tie		Deposit:	
Product tie release fee		Deposit required	
Discount scheme		Fixtures and Fittings:	
FMT volume (Brls)		Sale value	

Initialed by	Date
(Regional Manager)	
(Retailer)	

# E: AGREEMENT PRE-CONTRACT FORM



Sample Pub Name, Sample Street, Sample Town SA10 5PL

Proposed Date of Change: DD/MM/YYYY

<b>Agreement Holder</b>	
<b>Personal Guarantors</b>	

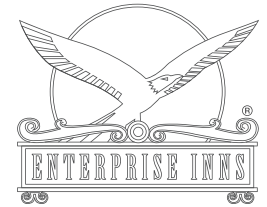
Estimated Ingoing Costs (excl. VAT)		Estimated Monthly Charges (excl. VAT)	
Estimated monthly charges		Rent:	
Deposit required		Product tie release	
Fixtures & fittings		Wines	
Stock & glassware		Spirits	
Other costs & working capital		Minerals	
<b>Total</b>		FABs	
		Packaged beer	
		Packaged cider	
		One local SIBA brand	
		Fixtures and fittings rental	
		Other charges	
		Buildings insurance	
		Business insurance (RPT only)	
		Cellar cooling maintenance	
		Health & safety compliance package	
		Accountant & stock taking service	
		Repairs & maintenance/decoration fund	
		Heating & boiler maintenance	
		Gaming tie release fee	
		<b>Total</b>	

Training			
Authorised guarantee agreement		Price and product list	
Code of practice		Product tie obligations	
Heads of terms		Repairing obligations	
Lease support works		Training	
Obligation to make payments by direct debit			

Initialed by	Date
(Regional Manager)	
(Retailer)	

Subject to Contract

# E: AGREEMENT PRE-CONTRACT FORM



Sample Pub Name, Sample Street, Sample Town SA10 5PL

Proposed Date of Change: DD/MM/YYYY

<b>Agreement Holder</b>	
<b>Personal Guarantors</b>	

Solicitor's details		Accountant Details	
Solicitor name		Accountant name	
Address		Address	
Email		Email	
Telephone		Telephone	

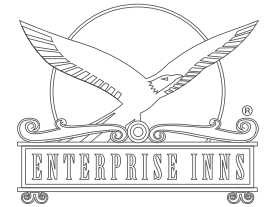
Retailer checklist			
It is important that you have fully considered the following items and that you have taken advice where appropriate:			
Accountant	Health and Safety	Personal licence	Stamp duty
Audited Accounts	Independent building survey	Premesis licence & DPS	Stocktaker
Discrimination & Disability Act	Insurance	Responsible retailing	Trade body membership
Environmental Health Officer (EHO) issues	Land registry	Retail standards	Transfer of Undertakings (Protection of Employment) (TUPE)
Funding	Opening hours	Solicitor	

Key Discussion Items	
Pre-entry training (please fill in/tick as appropriate):	
You confirm that you have completed the BIIAB Pre Entry Awareness Training (PEAT). Complete the Certificate Number:	<input type="text"/>
You confirm you have attended the Enterprise Inns Business Foundation Programme.	I have attended the programme <input type="checkbox"/>
Date Attended:	/ /
You confirm you have booked to attend the Enterprise Inns Business Foundation Programme.	I have booked to attend the programme <input type="checkbox"/>
Course Date:	/ /
You confirm that you will not be attending the Enterprise Inns Business Foundation Programme and have provided copies of the following certificates: - CIEH Level 2 Award in Food Safety, BII Award in Beer & Cellar Quality - BIIAB Introduction to Licensed Retail Operations	I am not attending and have provided all documentation <input type="checkbox"/>

Signed by	Date
(Regional Manager)	
(Retailer)	

Subject to Contract

# E: AGREEMENT PRE-CONTRACT FORM



Sample Pub Name, Sample Street, Sample Town SA10 5PL

Proposed Date of Change: DD/MM/YYYY

Agreement Holder	
Personal Guarantors	

## Sign Off

Please read and ensure that you fully understand all the contents of this document before signing below and initialing each page.

Key discussion items	You confirm that Enterprise Inns has fully discussed with you all the items in this list and you fully understand your obligations.
Code of Practice	Enterprise Inns have provided you with a copy of our current Code of Practice which we update from time to time and you confirm that you have read and fully understand the code in relation to the letting and operation of the pub business.
Business Plan	We have provided you with our Pub Business Facts document upon which you have based your own business plan. We then offered you our assessment of the Fair Maintainable Trade and Profit and the different agreements and discounts available. You have produced our Your Pub Business Plan Summary document which includes a summary of the assumptions you have used and the key terms which we have agreed between us.
Property	All Enterprise Inns' agreements have repairing obligations which are 'put and keep' in nature. This means that the property's condition at the commencement of the agreement is effectively disregarded when applying the repairing obligations. It is therefore important that you understand the condition of the property at the outset and the obligations that you are entering into. In all cases we recommend that you commission your own independent building survey and take specialist advice before entering into an agreement which contains repairing obligations. Enterprise Inns maintains its own property survey database containing information on property condition and statutory compliance issues. This information can be shared with you upon request but should not be considered exhaustive and in no way replaces the recommendation for you commissioning your own independent survey.
Legal advice	Before entering into any lease or tenancy agreement you have confirmed that you have received independent legal advice about its terms or Enterprise Inns has advised you of the wisdom of taking independent legal advice but you have chosen not to do so and accordingly have not relied upon any advice or statement except as recorded in the documents agreed.

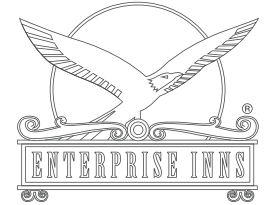
## Comments

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Signed by	Date
(Regional Manager)	
(Retailer)	

Subject to Contract

# DIRECT DEBIT FORM



## Instruction to your bank or building society to pay by Direct Debit

Enterprise Inns plc  
3 Monkspath Hall Road  
Solihull  
West Midlands  
B90 4SJ

Service user number

8 5 6 3 5 7

FOR Enterprise Inns plc OFFICIAL USE ONLY  
This is not part of the instruction to your bank or building society.

PUB SHORT ADDRESS :

RETAILER NAME :

Name(s) of account holder(s)


Bank/building society account number

--	--	--	--	--	--	--	--	--	--

Branch sort code

--	--	--	--	--	--

Name and full postal address of your bank or building society

To: the Manager	Bank/building society
Address	
Postcode	

### Instruction to your bank or building society

Please pay Enterprise Inns plc Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee.

I understand that this Instruction may remain with Enterprise Inns plc and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

Reference

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Banks and building societies may not accept Direct Debit Instructions for some types of account.

This guarantee should be detached and retained by the payer.

## The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Enterprise Inns plc will notify you 4 days in advance of your account being debited or as otherwise agreed. If you request Enterprise Inns plc to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Enterprise Inns plc or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when Enterprise Inns plc asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.