



CONSENT TO HIRE
(INCOME SHARE MACHINES)
(ENTERTAINMENT EQUIPMENT)

INCOME SHARE MACHINES
ENTERTAINMENT EQUIPMENT
CONSENT TO HIRE FROM APPROVED SUPPLIER

Dated the

1 DEFINITIONS

1.1 “the Landlord”: Young & Co.’s Brewery PLC whose registered office is at Riverside House, 26 Osiers Road, Wandsworth SW18 1NH

1.2 “the Tenant”:

1.3 “the Public House”:

1.4 “the Tenancy Agreement”: an agreement dated whereby the Landlord let the Public House to the Tenant

1.5 “the Entertainment Equipment”:

.....(No)	of Bar Billiard Tables	“BBT”
.....(No)	of Jukeboxes (disc or vinyl or video)	“JB”
.....(No)	of Pool Tables	“PT”
.....(No)	of Table Football Tables	“TFT”
.....(No)	of Video Games	“VG”
.....(No)	of Pinball Machines	“PIN”

1.6 “the Income Share Machines”:

.....(No)	of Amusement with Prize Machines	“AWP”
.....(No)	of Skill with Prize Machines	“SWP”

1.7 “the Unit Tariff for Entertainment Equipment”:

Pool Tables

PT1 *	£10.01 Per Week
PT2 *	£10.01 Per Week

Video Games

VG1 *	£10.01 Per Week
VG2 *	£10.01 Per Week

Pinball

PB1 *	£10.01 Per Week
PB2 *	£10.01 Per Week

1.8 “Machines”: any Entertainment Equipment and/or Income Share Machines at the Public House

1.9 “the Approved Supplier/Suppliers”:

or such other suppliers as the Landlord as may from time to time specify

2 BASIS OF AGREEMENT

2.1 The Tenancy Agreement prohibits the Tenant from installing Machines in the Public House without the consent of the Landlord

2.2 The Tenant has requested such consent and the Landlord has agreed to give consent upon the terms as set out in this Agreement

3 CONSENT BY LANDLORD

The Landlord hereby consents to the Tenant installing and operating Machines at the Public House subject to the following Terms and Conditions (“Consent”)

4 AGREEMENT BY TENANT

In consideration of the Landlord giving the Consent the Tenant agrees to install and operate Machines in accordance with the following Terms and Conditions

5 TERMS AND CONDITIONS

5.1 All Machines shall be hired from an Approved Supplier. The Landlord reconsiders the list of Approved Suppliers annually and the Landlord shall notify the Tenant in writing of any changes in the list of Approved Suppliers which affect the Tenant

5.2 The Landlord may require the Tenant to change the type or model of any Machine at the Public House or to remove entirely or in part any Machine if the Landlord shall have reasonable grounds to believe that such Machines are impairing the character and/or profitability of the Public House

- 5.3 Machines shall be positioned in the Public House in the positions as set out in the Schedule and the Tenant shall not permit any Machine to be sited in a different position save for the purposes of complying with any direction of any relevant lawful authority to this Consent and the Landlord reserves the right to alter the position of any Machine at the Public House if in the opinion of the Landlord such change will achieve an enhanced level of income for the Tenant
- 5.4 Any Machine which is installed at the Public House shall remain switched on for use and operation during all the hours the Public House is open for trade or (if less) such hours as shall be specified by any lawful authority
- 5.5 In the event of any Machine failing to operate in a satisfactory fashion the Tenant shall notify the Landlord and the Approved Supplier immediately so that the Approved Supplier may affect necessary repairs or provide a replacement
- 5.6 The Tenant shall not without the Landlord's further consent in writing enter into any contract with any supplier of Machines other than those authorised by this consent
- 5.7 The Tenant shall ensure that at all times when a Machine is at the Public House that the Tenant has a valid AWP notification and/or permit in place from all appropriate authorities and the Tenant shall ensure that all relevant taxes, duties and fees as required by law are paid
- 5.8 The Tenant shall ensure that all licenses and permits are displayed in such part of the Public House as may be required by law
- 5.9 Any Income Share Machine at the Public House shall be emptied by a representative of the Approved Supplier both periodically and at the end of the hire period. The representative shall:
- 5.9.1 reimburse to the Tenant all sums paid to customers of the Tenant in response to any legitimate claim for non-payment made by the Income Share Machine provided that such claims shall only be permitted in cases where Income Share Machine malfunction is proven by the electronic record kept by such Income Share Machine and as a consequence thereof such reimbursement shall only be made to the Tenant at the subsequent periodic emptying of any Income Share Machine or 2 weeks after the end of the hire period and
- 5.9.2 50% of the remainder shall be paid to the Tenant less Machine Games Duty ("MGD") due in respect of total machine income and VAT as shall be due to H M Revenue and Customs ("HMRC") in respect of the Landlord's share of the remaining cash content [Note that the VAT

due on the Landlord's share of the cash content will be charged direct to the Tenant by a tax invoice, which the Tenant shall pay and the Tenant may thereafter recover such tax as a taxed input through the Tenant's quarterly VAT return] unless the balance thereafter remaining should be insufficient to discharge the rent due in respect of the relevant Machine and in such event the Tenant's share shall be reduced to provide a sufficient balance to discharge the rent so due save that the Tenant's share shall never be less than £Nil

5.9.3 MGD due to the HMRC shall be paid to the tenant, which the tenant will need to account for on quarterly Machines Games Duty returns and pay to HMRC on the due date.

5.9.4 the balance to the Landlord

- 5.10 If the balance of money payable to the Landlord from an Income Share Machine shall be insufficient to pay the rent due the Authorised Supplier the Landlord shall pay 50% of any shortfall in the net hire rent so due to the Approved Supplier
- 5.11 The Tenant shall pay weekly to the Landlord either directly or through the Landlords nominee the Unit Tariff together with any VAT payable thereon in respect of each item of Entertainment Equipment sited at the Public House
- 5.12 The Landlord shall review the Unit Tariff annually as from the 1st April of each year and shall notify the Tenant of any revised Unit Tariff which shall then be payable by the Tenant
- 5.13 In the event of the Tenant becoming indebted to the Landlord for whatsoever reason then the Landlord may require the relevant Approved Supplier to pay the landlord any monies which might otherwise be paid to the Tenant and this Consent shall be an irrevocable authority given by the Tenant to any Approved Supplier to that effect
- 5.14 The Tenant shall permit any Approved Supplier access to any Machine at all reasonable times for the purposes of collection repairs installation maintenance and any other proper tasks
- 5.15 The Landlord may withdraw the Consent at any time by giving to the Tenant not less than 7 days notice in writing
- 5.16 Immediately upon receipt of any such notice of withdrawal of this Consent the Tenant shall immediately terminate any hire arrangements for Machines which the Tenant may have with any Approved Supplier and shall procure the immediate removal of all relevant Machines from the Public House

- 5.17 The Tenant shall not consent to an Approved Supplier assigning or transferring any hire arrangements for which the Consent is hereby given and in the event of the Tenant receiving notice of any such assignment or transfer by an Approved Supplier the Tenant shall immediately notify the Landlord
- 5.18 The Consent is personal to the Tenant and cannot be assigned or transferred by the Tenant to anybody else
- 5.19 Any reference to an Act of Parliament or obligation imposed by an Act of Parliament or any references to Machines which are as at the date of this Consent a term or refer to the Act or obligation or to the type of Machine as it applies at the date of this Consent and to any later amendment or reenactment or redefinition as may apply after the date of this Consent

Signed

.....

For and on behalf of the Landlord
 (Duly authorised by the Landlord to sign this Agreement on its behalf)

I agree and accept the above terms.

Signed
 (Tenant)

Print

House:

Date: