

ADVOCATE  
GROUP

Management Services  
Agreement

**MANAGEMENT SERVICE AGREEMENT**

**AN AGREEMENT** made on the date hereinafter written between **ADVOCATE GROUP THE MANAGEMENT OPERATING AGENT** (hereinafter referred to as "The Company") **FOR THE BUSINESS OPERATING COMPANY** and **THE PERSON OR PERSONS/LEGAL OPERATING ENTITY DESCRIBED** in Schedule One Part A (HEREINAFTER REFERED TO AS ("The Operator") and in respect of the business and property know by the name shown in Schedule One part B (hereinafter referred to as ("The Business") being described and situated at the address given in Schedule One part B hereinafter to as ("The Premises")

**WHEREBY IT IS AGREED: -**

The company offers to the party described in Schedule One Part A the right to manage the business of the bar, restaurant, hotel as described in Schedule One Part B.

**SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS: -**

1. **THE COMPANY SHALL:**

**Whilst relying upon the Operators skill, expertise and experience in the managing of a bar, restaurant, hotel, public house or combination of.**

- 1.1 Shall determine the selection of products available for retail sale at the premises.
- 1.2 Allow the Operator at their own cost to install a telephone system, internet connection and satellite TV system within the private accommodation (if applicable) for their own use if they wish.
- 1.3 Shall arrange for the installation of gaming machines, skill machines, pool tables and vending machines of which 100% of the income will be to the company.
- 1.4 Carry out the purchase of cleaning equipment and materials required to ensure the business meets such standards as may from time to time be determined by the Company and as laid down by the relevant Acts.
- 1.5 Ensure that the structure of the property is suitable for the purposes of the business.
- 1.6 Determine, such as style; a policy of operations, that in the opinion of the Company is best designed to achieve the optimum level of business.
- 1.7 At the commencement of the agreement ensure that all equipment and operational parts of the building are in a safe and secure condition.
- 1.8 Design and supply such accounting and record systems as in the Company's opinion, is the most appropriate system to meet the needs of the Company's business.
- 1.9 Arrange for the Group Management, External Auditors and Company stock-taker to carry out a stock-take on drink, food sales and any Hotel revenue at an interval considered appropriate by the Company.
- 1.10 Retain the right to implement stocktaking at the Operators expense, immediately prior to and immediately following the Operators proposed absence for any period exceeding twenty-four hours or immediately following an unexplained absence of the Operator.

- 1.11 Not be liable to the Operator for any loss, damage or inconvenience, caused by reason of the failing, stoppage, leaking, bursting or breakdown of the apparatus, or the failure of any supply of water, gas or electricity, or the breakdown or defect in any plant or machinery on the premises, or by reason from any cause, to supply the Operator with stock in Trade.
- 1.12 Retain possession and control of the premises (including any residential part) at all times.
- 1.13 Be responsible for the Licensing of, supply of and/or payment of all rental and/or hire charges incurred by the leasing thereof, use of, or benefit of, any gaming or vending machines installed on the premises now or in the future.
- 1.14 Assist the Operator in organising on-going training at the Operator's expense.
- 1.15 Pay to the Operator weekly, one week in arrears, that percentage of the week's sales income or an agreed set staffing and management fee, shown in Schedule One Part C.
- 1.16 Allow the Operator a weekly allotment for promotional food i.e. for games teams (the sum shown in Schedule One Part D), which the Operator shall deduct from the relevant weeks sales.
- 1.17 If agreed and if the premises are suitable and warrant it, allow the Operator to request entertainment at the premises.
- 1.18 Not be required to accept any vouchers, token or claim for attributed expense, which does not clearly show: the date, amount, purpose, name and address of recipient, recipient's signature or VAT number. Any expense claimed by the Operator without a valid receipt showing the above criteria will be charged to the Operator. You must obtain advanced permission from the company for all petty cash requests or expenses before making any expense claims.
- 1.19 Not be liable to the Operator for any loss or damage to any personal effects or properties of the Operator, his employees, agents or member of the Operator's family, which may be on or about the premises from time to time. The Operator is recommended to obtain personal effects insurance.
- 1.20 Terminate this Agreement by serving upon the Operator written notice of termination.
- 1.21 Not terminate this Agreement, without seven days' notice, except where the following acts occur:
- The loss of or failure by the Operator to retain their personal licence or endanger the Premises Licence.
- A stocktaking or cash deficiency, which in the company's opinion cannot reasonably be explained.
- The Operator prejudices the safety and integrity of the business or the property or commits any act of theft, dishonesty or improper conduct.
- The Operator suffers from drunkenness or is involved with drug abuse or allows the use of (or fails to prevent the use of) drugs on the premises, other than drugs legitimately prescribed and supplied for medical purposes.
- The Operator is convicted of any offence, other than a Road Traffic Act offence, Failure to notify the company of any current or impending legal proceedings that may be instigated resulting from personal or business circumstances that place the license or business at risk may result in the termination of this agreement.

- 1.22 At all times reserve the right, in the event of a stock take deficiency, without prejudice to its right to terminate the Agreement, to commission weekly stock takes and/or audits, at the expense of the Operator until two consecutive weekly stock takes show a surplus, whereupon the Company will revert to its normal pattern of control.

THE OPERATOR SHALL:

**Having represented themselves as having the skill, knowledge and experience required to competently act as the Operator and to run a fully licensed Bar, Restaurant, Hotel, Public House or combination off and being a fit and proper person so to do:**

- 2.1 Hold a current a valid Personal Licence or give a undertaking to complete the required training and certification at the operators own expense within a agreed time scale, and will be required to perform the business and comply with and perform all the conditions and undertaking attached to the Premises licence issued by the Local Licensing Authority, in connection with the said premises. The application for the Operator to be nominated as Designated Premises Supervisor (DPS) may be made on the Company on behalf of the company.
- 2.2 Manage and control the premises and the business in such a manner that nothing shall be done, permitted or omitted to be done which is contrary to any good habits, statutory provision or such regulation that for the time being is in force and relating to or affecting the Business in such a manner, where by its act or its omission the Operator or the Company could become liable to the conviction of either a civil or a criminal offence, or whereby the Licence in respect of the business may become liable to forfeiture, suspension or non-renewal, or be otherwise imperilled by the entry of a conviction in the register by the Licensing Authority or Police, or for any other reason where any notice of complaint may be given or should made by any duly authorised person or body, whether with regards to the business, or to the premises or with regards to any nuisance, annoyance or disturbance caused to or affecting either the Company, adjoining neighbours to the premises or local residents thereto.
- 2.3 Not hold any other Licences in respect of any bar, restaurant, hotel, public house, tenancy, lease or management office, work for, act as agent, consultant or perform paid service without the express written permission of the Company.
- 2.4 Be accountable and responsible for all errors or shortfalls in either cash or stock, as may be determined by the Company's Stock Taker, Accountant or Auditor or any such members of the company management team.
- 2.5 Indemnify the company against any claim or loss, and the costs of defending, mitigating or concluding any such claim or, loss, including all legal costs, professional and other expenses (including without limitation, any economic loss or loss of turnover, profit, business or goodwill) suffered by the company and arising out of the Operators service and/or his actions either in the pursuance of the business or on the premises thereof.
- 2.6 Not permit any other business to be run from the premises nor store or allow to be stored any dangerous, noxious or toxic materials, excepting small quantities of such materials as are required for the cleanliness and proper performance of the business and or household.
- 2.7 Abide at all times by the Standard Operating Procedures, Kobas Hospitality Management System and all policies and procedures as set out by the company.
- 2.8 Maintain the whole interior of the property in a clean and tidy condition. Refit all ineffective light bulbs with LED low energy models supplied by the company. Clean all public toilet areas prior to the morning opening and again after trading.

- 2.9 Ensure that the property and its gardens, pavements, car park, grassland surrounding and adjacent areas are kept clean and attractive condition, free from rubbish and litter. Only approved contractors to be engaged subject to approval by the company
- 2.10 Allow the company, its agents or representatives access to all parts of the property without let or hindrance at all respectable times for the purposes of inspection and at any time.
- 2.11 The Operator shall look after and keep good all the equipment, fixtures and fittings belonging to the company or the freeholder or incur appropriate costs for repair.
- 2.12 Not assign, sub-contract, sub-let, transfer or adjoin this agreement.
- 2.13 Not publish, issue or use any advertisement, leaflet, sign, and menu or publicity item without approval by the company.
- 2.14 Utilise such accounting methods as the company might from time to time require and keep such records and original documents available for inspection in accordance with the company's requirements. To uphold the full compliance with the Advocate Group hospitality management systems (KOBAS) or InnView. To adhere to all instructions and compliances required in the day to day policies, procedure and tasking as required by the company in line with the retail system (KOBAS) and InnView.
- 2.15 Keep and ensure that all personnel acting under and according to the direction of the Operator do also keep any business information and all matters arising or coming to his attention, in the pursuance of the business as confidential and not at any time, for any reason whatsoever, disclose or permit that information to be disclosed to any third party via email, social media or such like mediums, except as permitted hereunder to enable the Operator's to carry out his duties and obligations.
- 2.16 Deliver all and any financial claim upon the company in respect of fee/earnings (i.e. percentage claims on turnover, telephones fees etc.) by manner of a fully descriptive invoice. To be copied and posted.
- 2.17 Commence provision of his services on the date shown in schedule one part F continues until the agreement shall be terminated.
- 2.18 Not assume that this agreement constitutes a contract of employment, agency or partnership, nor an offer thereof.
- 2.19 In the event of a desire to be absent from the premises for, a period exceeding twenty-four hours, contact the company and obtain approval and arrange contingency provision.
- 2.20 Upon termination of this agreement, without exception for any reason, deliver up to the company all the property of the business and all copies of any company records, customer contact details, individual site diaries or material in their possession, alarm codes, keys, social media / email log on details and passwords and all security, data controls at that time.
- 2.21 Have no authority, within the terms of this agreement, whether implied or statutory to incur any liability or cost, or to commit, cause to be committed or enter into any contract or commitment upon behalf of the company.

- 2.22 Ensure that all and any personnel engaged by the Operator to assist the Operator in the performance of his duties and services shall be employees or agents of the Operator and the Operator will provide to them clear particulars of the terms of their employment. The Operator will be responsible for payment of all P.A.Y.E deduction in respect of employees and agree to indemnify the company in respect of any Tax or National Insurance claim directed against the company.
- 2.23 Ensure that the occupation of any residential area is concurrent only with the Operator's agreement and ability to provide the service required by the company.
- 2.24 Adhere to the company's rulings for the price of all sales on the premises and employ sufficient staff of good character to provide efficient service.
- 2.25 Offer the Company or representatives off, a period of not less than 30 days unless by mutual consent, written notice of his intention to terminate this Agreement and to serve such agreed notice by registered post at the Registered Office thereof.
- 2.26 Reimburse the company against any loss in trade through closing the outlet without the permission of the company. The amount charged will be the average daily trade normally generated by the outlet of each day lost by the closure of the outlet by the Operator.
- 2.27 Adhere to all budgets set by the company for utilities and pay to the company via the management fee for any misuse of utilities through the lack of control.
- 2.28 Not pay to themselves any takings or any other monies belonging to the Company. Any unauthorised withdrawals from takings or other monies belonging to the Company will be regarded as theft. No loans are also to be taken from Company money.
- 2.29 Shall represent the company in a professional manner on all social media platforms. The Operator shall not seek to damage the reputation of the company in any way, nor shall they use derogatory language about individuals, organisations or use language that discriminates on the basis of sex, sexuality, colour, creed, ethnicity or race. Social media sites passwords remain the property of the company and passwords may not be changed without prior permission from the company.
- 2.30 Shall meet the basic reporting criteria required by the Company as detailed below.  
 All daily reporting via the company Kobas Hospitality Management System and InnView must be completed by 11am the following day.  
 Weekly water, electricity and gas readings should be taken at close of business on Sunday. These should be reported via the company InnView management reporting system.  
 All daily cash bags to be fully reconciled, secured as required by the company policy and ready for collection by the group cash handling company (LOOMIS).  
 The following week's staff rota submitted two weeks in advance by Monday by 2.00pm via the company Kobas Hospitality Management System (KOBAS)  
 Weekly liquor and sundries order should be placed at close of business on a Saturday and by 12.00 noon Sunday.  
 All Orders to be placed after completion and merging of both the Drink and Food Stock Take at the site. Bank holidays may vary.  
 A member of management must be on site during all liquor and food delivery windows to receive and check deliveries.  
 All mail that is delivered to site must be opened on the day of delivery. Any official correspondence or utility bills must be photographed and sent to manager as soon as is practicably possible.  
 All faults, breakdowns or damage to dispense equipment, electrical appliances, audio equipment, video equipment, building fabric, fixtures or fittings must be reported immediately on discovery by logging to InnView contractors log.

All reportable incidents, such as police or agency visits, accidents, incidents of violence or disorder must be reported to all members of the management team immediately.

**These key tasks constitute the minimum standard expected of our partners. Failure to complete these tasks may result in a cash fine being imposed and the amount deducted from the weekly commission due**

**MATTERS COMMON TO BOTH PARTIES.**

- 3.1 Termination of this Agreement, for whatever reason, shall not affect the accrued rights of the parties hereto.
- 3.2 The headings of this Agreement are inserted only for convenience and shall not affect its construction.
- 3.3 The obligations of confidentiality shall always survive the expiry or termination of this Agreement.
- 3.4 Words denoting the singular shall become the plural and the plural singular and words of one gender shall apply to the other gender where appropriate.
- 3.5 Where the Operator's is more than one person the obligation of the Operator shall become joint and several.
- 3.6 A term requiring the Operator not to perform an act shall also be construed as not to permit or suffer it to be performed by another.
- 3.7 Reference to any statute and statutory provision includes a reference to such amendments as may from time to time be made to the applicable statute or statutory provisions.
- 3.8 This set out and embodies the entire agreement and understanding of the parties and supersedes all prior, oral or written statements, arrangements, undertaking or agreements relating to the subject matter. Neither party shall be entitled to rely upon any matter which is not expressly set out herein and the Agreement shall not be amended, modified, varied or supplemented in anyway, except in writing by the duly authorized representative of the parties hereto.
- 3.9 No failure or delay, on the part of either party hereto, to exercise any right or remedy accorded to the parties of the agreement shall be constructed or operated as a waiver of such rights, nor shall a single or partial exercise, of any right or remedy, be so constructed. The rights and remedies provided within this agreement are cumulative and are not exclusive of all rights and remedies provided by law.
- 3.10 If any part of, provision within or term of this agreement or if any part thereof shall become or be declared unenforceable, invalid or illegal for any reason whatsoever, including but without limitation by reason of the provision of any legislation or other provision having the force law or by reason of any court or legislative body or authority having jurisdiction over the parties of this agreement, such term or provision shall be deletable from this agreement in the determined, PROVIDED ALWAYS that if such deletion substantially affects or alters the commercial basis of the agreement the parties shall jointly negotiate such amendment or modification as may be necessary or desirable in the circumstances.

4. **DEFINITIONS**

The following words and phrases shall be relied upon to have the following Meanings excepting where in the context of the text they shall be relied upon otherwise:

AGREEMENT	This agreement including any and all annexure and schedules thereto as may be amended, modified or supplemented from time to time.
COMPANY	<b>ADVOCATE GROUP</b> (on behalf of the trading company)
BUSINESS	The full Bar, Restaurant, Hotel Public House which is Operated at the premises
SERVICES	The management, control, conduct and Administration
STOCKTAKE	A physical assessment of some or all of goods, materials, produce and monies as may be involved in the business. The scrutiny and verification of records.
PREMISES	Are the whole of those premises identified In schedule one Part B and being occupied by the business.
CONFIDENTIAL INFORMATION	Without prejudice to the generality thereof, all Records, reports, documents, papers, inherent knowledge, prices details of commercial relationships or any of sensitive aspects or Matters relating to the business or the Company.
DRY TURNOVER	The total income of business from the sale of Meals and bars snacks (exclusive of VAT)
WET TURNOVER	The total income of the business from the Sale of beer, liquor, cordial, soft drinks Mineral waters, coffee, tea and bar sundries (exclusive of VAT)
GAMING MACHINE TURNEOVER	The total income from amusements with prizes machines, less the cost of machine lease, rental or write down, licence fees and VAT payable, and shall include any machine where a prize is paid for a game of skill and/or chance and will include any machine not governed by the Gaming Act.
OCCUPATIONAL LICENCE	The limited conditions under which the Operator is able to occupy the residential
PREMISES LICENCE	The statutory licence, which entitles house to supply intoxicating liquors for consumption on or off the premises, and other licensable activities.
DPS	Designated Premises Supervisor
DISPENSE EQUIPMENT	Is all the apparatus provided for, or in the premises, for beer raising and the service of soft drinks.



**FORCE MAJEURE**

Neither party shall be in breach of agreement if there is a total or partial failure occasional by an act of god, act of local or national government, riot, state of war, civil commotion, fire, insurrection, embargo, prevention or hindrance from obtaining stock, energy or other supplies beyond the control of either party. If either party is unable to perform its duties and obligations as a direct result of one of those reasons the operation of this Agreement shall be suspended for the period during which the reason persists. Where the reasons persist beyond a period of sixty days and substantially affects the commercial basis of the Agreement either party may serve upon the other notice to terminate the Agreement in accordance with their respective terms of notice.

**DETERMINATION**

Shall be without prejudice to the rights of either party against the other, which may have accrued up to the date of such determination and without prejudice to the survival of any term or provision hereof and to which effect has not then been given and which remains capable of taking effect.

**AS WITNESS** the hands by or upon behalf of the parties hereto.

Signed by ..... The company

In the presence of .....

Signed by the Operator .....

In the presence of .....

Dated .....

**SCHEDULE ONE**

Part A. (The Operator) :

Part B. (The Business) :

Part B. (The Address) :

Part C (Weekly Sales Income %) :

Part D (Weekly Teams Food) :

Part E (Commencement of Service) :

Part F (Inventory annexed hereto) :

Full Private Address of the Operator:

Contact Numbers: .....

NI Number: .....

Personal Licence Number: .....

Issued by: .....

**SCHEDULE 2**

**LICENCE TO UTILISE A PART OF THE PREMISES**

**The Company hereby grant THE OPERATOR a limited right to occupy the residential area, or that of the residential area identifies hereon, without any charges or fee for the purpose of better performing his duties as OPERATOR and consideration of the Operator's undertaking to supply his services in the manner heretofore expressed.**

The Licence is granted subject to the following terms and conditions.

No rent shall be paid or accepted. No part shall be let to rent. The company shall; discharge all rates, assessment, gas, electricity, water and sewage charges, excepting such local council tax as may be applied to the occupation of the residential area and payment of such shall become the responsibility of the Operator. The Operator will keep the area clean and in a good state of repair at all times and not damage affix to or change the structure of the building in any way, without the written approval of the Company and will allow the Company access at all reasonable times for the purpose of inspection. No pets or animals will be kept on the premises without prior permission from the company. No person other than immediate family will be allowed to stay in the area for any period exceeding fourteen days. The area will be vacated immediately upon the termination of the Service Agreement. The occupancy of the area is solely for the purpose of fulfilling the Operator's obligation and nothing shall at any time be construed as forming the relationship of the Landlord and Tenant, or be seen to be offer of an Assured Tenancy under the Housing Act 1988.

I agree to occupy the area in accordance with the terms express in this Agreement.

Signed .....

Witness .....

Dated .....

Site .....

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BOND/ DEPOSIT

The Contractor must supply the Hirer with a bond of £.....

This will be refunded within 4 weeks of termination of this Contractor. Subject to the full inventory being satisfactory and that all the property, fixtures and fittings have been maintained to the satisfaction of the company.

Should the Contractor overstock on any particular product or products without the prior written authority of the Hirer and the product or products subsequently exceed its "sell by" or "best before" date or should the product or products have to be sold off below the normal price the Contractor shall be held responsible for the subsequent loss in profits to the Hirer. If the value of the loss is not paid upon demand it will be deducted from the Bond and the Bond will then be made good to the agreed aforementioned level by the Contractor.

Signed .....

Witness .....

Dated .....

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**CATERING**

The Company reserves the right and decides at its sole discretion to implement the food offer, Operating Hours, Menu, Style and Service Levels for your Outlet.

The Company maintains the right to ensure you control the standards and conditions in line and working within the guidelines required by various Legislation and Environmental Health Authorities. The Company will undertake such audits of the kitchen hygiene practices as maybe required

All equipment must be maintained to the minimum standard as required by the company.

It is agreed that there is no obligation on the Contractor to perform the services personally. The Contractor may engage or employ anyone he/she thinks fit to undertake the services or any part of the services. Any such sub-contractors, employees or agents of the Contractor shall at all times remain the responsibility of the Contractor who will ensure their compliance with the terms of this Agreement at all times.

On termination of The Agreement by either party then any sub-contractors or employees of the contractor's employment is also terminated.

If the Contractor engages any staff (even casual) he must comply with all

legislation governing employment relationships in force from time to time.

The Contractor shall keep the said premises open for trade at all times at which there may be sufficient demand as allowed by the Licensing Laws to include extensions of permitted hours and special orders of exemption. Any amendment to opening and operating hours are at the discretion of the Company.

Signed .....

Witness .....

Dated .....

Site .....

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**PAYMENT SUPPLEMENT SHEET**

The Hirer shall pay to the Contractor (as he/she is self-employed) a weekly fee based on the following and determined by the company.

A agreed fixed fee \_\_\_\_\_

Variable Hourly Payments \_\_\_\_\_

OR

% of the net weekly wet sales \_\_\_\_\_

% of the net weekly food sales \_\_\_\_\_

% of net weekly accommodation sales \_\_\_\_\_

**Machines or any other incomes are not included and should not be used in any calculation.**

This figure is inclusive but with a guaranteed weekly fee if applicable.

Minimum fall-back fee off £\_\_\_\_\_ if applicable to the business.

The individual site target ex -vat shall be £\_\_\_\_\_

The amount is paid in gross terms as the Contractor being Self-Employed is responsible to declare to the appropriate authorities the fee paid in order that the required Income Tax and National Insurance Contributions can be calculated and applied.

ACCEPTANCE

I have read and thoroughly understand my rights and obligations as expressed in this Contract for Services and accept the expressed terms and conditions referred to and acknowledge receipt of this agreement.

SIGNED BY THE CONTRACTOR: .....

SIGNED ON BEHALF OF THE HIRER: .....

DATE: \_\_\_\_\_

SITE: \_\_\_\_\_

**CONFIRMATION OF REGISTRATION AS SELF-EMPLOYED**

I hereby certify that in respect of acting as the Self-Employed Manager of the following outlet:

\_\_\_\_\_

Located At: \_\_\_\_\_

\_\_\_\_\_

on behalf of \_\_\_\_\_ (The hirer)

I have officially registered / will undertake to register myself with the relevant authorities as a self-employed person and that by so doing I will under the terms and for the duration of this contract for services deal direct with the Inland Revenue and Contributions Agency in respect of all my Income Tax and National Insurance contributions.

NATIONAL INSURANCE NUMBER: .....

REGISTERED TAX OFFICE: .....

DATE OF BIRTH: .....

NAME: .....

PERMANENT ADDRESS:

.....

.....

I hereby certify that the above details are correct:

DATE: .....

SIGNATURE: .....

**NEXT OF KIN**

EMERGENCY CONTACT NAME:

.....

RELATIONSHIP: .....

ADDRESS: .....

.....

.....

TELEPHONE NUMBER: .....

**INFORMATION SECURITY POLICY STATEMENT**

Information is an important business asset of significant value to the company and needs to be protected from threats that could potentially disrupt business continuity. This policy has been written to provide a mechanism to establish procedures to protect against security threats and minimise the impact of security incidents.

**The Chief Executive has approved the Information Security Policy**

The purpose of this Policy is to protect the company's information assets from all threats, whether internal or external, deliberate or accidental.

The Policy Scope covers Physical Security and encompasses all forms of Information Security such as data stored on computers, transmitted across networks, printed or written on paper, stored on tapes and diskettes or spoken in conversation or over the telephone.

All managers are directly responsible for implementing the Policy within their business areas, and for adherence by their staff.

It is the responsibility of each employee to adhere to the policy. Disciplinary processes will be applicable in those instances where staff fail to abide by this security policy.

**IT IS THE POLICY OF THE COMPANY TO ENSURE THAT:**

Information will be protected against unauthorised access

Confidentiality of information is assured.

Integrity of information is maintained.

Regularity and legislative requirements regarding Intellectual property rights, Data protection and privacy of personal information are met.

Business Continuity plans will be produced, maintained and tested.

Staff receive sufficient Information Security training.

All breaches of information security, actual or suspected are reported and investigated by the Company.

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*Signed:* .....

*Name:* .....

*Date:* .....