



## Appendix F

Details of recent pub ventures, all failed in the recent past.

Email from MD of the current owners;

**From:** Sanchit Patel <sanchitpatel@gmail.com> **To:** david cunningham <landwardmail@yahoo.co.uk> **Sent:** Tuesday, 25 June 2013, 11:55 **Subject:** Re: Swinton St etc

Hi David, When you asked me to write a summary of the experience of buying the pub Swintons, all I can think of is complete loss of investment, time and effort.

We bought the lease from Anora Lyons in Sept. 2009 via a freehold from Punch Taverns. (As you will probably be aware Punch only look to off load their non-profit making premises)

We then ran the restaurant with existing staff and infrastructure until December 2009 when need for refurbishment became urgent. Fully refurbished in December 2009 after Christmas and spend approx. GBP 30k Changed the chef and manager to reshuffle the staff in a hope to improve the business but still didn't manage to breakeven. General vibe in the area was that most of the local pubs, restaurants and café's have been struggling, a lot of them have been closing down or having change of ownership / management / tenants.

As it didn't work out for us, we thought about renting the pub and rented it out to Mr & Mrs. Ibrahim who has a successful Chinese restaurant in Euston. We let it for GBP 500 on weekly basis and eventually after 4-5 months they returned the keys stating the market was dreadful, that they are have been making a loss and there isn't business for this sort in the area. This was supposed to be Summer, a busy period for pubs in London and yet they couldn't generate enough business to survive, even on a minimal rent.

**(Period: March 2011 until July 2011)**

After closing for a few months and looking for tenants we rented it to a new tenant, Bexley pubs, an experienced pubs running company who ran more than 7 pubs in and around London. And eventually even they came back stating they can't run it successfully in this area as they have made a huge loss after refurbishing the place and not being able to breakeven.

**(Period: from Sept. 2011 until June-July 2012)**

The third tenant was another experienced pub manager who took over and reopened in December 2012 and within a few months realised the reality of business in the area and ran away leaving us with arrears.

**(Period: from Dec. 2012 until Jan-Feb 2013)**

Not to mention after all the losses we made, all the above tenants were in arrears of rent and in breach of contract whilst they had no choice but to cut their losses and move on. A lot of local residents are against having the pub there and have made numerous complaints on several occasions and council had sent representatives to rectify the problems.

I personally think a pub never work in this area again with a shutdown restaurant net door (very well know for its organic food), another shutdown restaurant at the end of the road with several pubs closing down in the area, it is not viable at all for anyone to run the entire lower ground floor as a public house.

The place is squatted since and now we are having to go through expensive legal battle to get them evicted and then eventually secure the place.

If you require any more information, please let me know.

Sanchit Patel Bowden House LLP.

Extracts of the tenancy agreements follow;

## **Tenancy Agreement**

**Dated this 5th day of December in the year 2012**

**Between**

(1) Ambex Holdings Ltd of, 30 St Georges Drive, London, SW1V 4BN (S. Patel) and

(2) **Kings Cross Arms**, (Thomas Farrell) of 61-63 Swinton Street, London. WC1X 9NT  
**(the tenants)**

Whereas the Company wishes to let the premises for 36 months (less one day) and whereas the Tenant wishes to take a lease of the premises for 36 months (less one day).

It Is Agreed as follows:

### **1. Definitions**

For the purposes of this Agreement the following expressions shall where the context so admits have the meanings set against them below

**The Premises:** Kings Cross Arms Pub, 61-63 Swinton Street, London. WC1X 9NT.

**The Date of Commencement** means: 5th December 2012

**The Term** means a term of months less one day from the Date of Commencement  
subject to termination in accordance with  
Clause 7

**The Rent** means from the day of: 5th December 2012 £500-00 per week, no  
VAT, inclusive of insurance and  
service charges until the end of the  
agreement.

**The Company** means the Company including any of its successors and assigns and  
person or persons or companies who may  
be or become entitled to the reversion  
immediately expectant on the Term

**The Tenant** where two or more persons constitute the Tenant all covenants by the Tenant  
herein contained or hereby implied shall  
take effect as joint and several covenants  
by such persons respectively

**Dilapidations Deposit** means £ Nil

Extract from tenancy agreement showing weekly rent

**10<sup>TH</sup> September 2011**

**AMBA HOLDINGS LIMITED**

**T/AS SWINTONS PUB**

**and**

**BEXLEY PUBS LIMITED**

**6 Month Tenancy Agreement**

**Re: Swintons Pub  
61-63 Swinton Street  
London  
WC1X 9NT**

**FREE OF TIE**

**SOLICITORS  
ADDRESS  
t + 44 (0)  
f + 44 (0)**

(2) **BEXLEY PUBS LIMITED**, of 300-302 Westwood Lane, Blackfen, Sidcup, Kent.  
DA15 9PT (the tenants)

Whereas the Company wishes to let the premises for 6 months (less one day) and whereas the Tenant wishes to take a lease of the premises for 6 months (less one day).

It is Agreed as follows:

### 1. Definitions

For the purposes of this Agreement the following expressions shall where the context so admits have the meanings set against them below

**The Premises:** Swinton Bar

**The Date of Commencement** means: 12th September 2011

**The Term** means a term of 6 months less one day from the Date of Commencement subject to termination in accordance with Clause 7

**The Rent** means from the day of: (DATE)) £415-00 per week plus VAT and insurance and service charges until the end of the agreement. (To include £15 per week for rental of till system)

**The Company** means the Company including any of its successors and assigns and person or persons or companies who may be or become entitled to the reversion immediately expectant on the Term

**The Tenant** where two or more persons constitute the Tenant all covenants by the Tenant herein contained or hereby implied shall take effect as joint and several covenants by such persons respectively

**Dilapidations Deposit** means £ Nil

**Monthly Dilapidations Deposit** means £ Nil

**Security Deposit** means £ Nil 1000.00 *AMM*

**Monthly Security Deposit** means £ Nil

**Service Charges** means:-

o Buildings Insurance £ per