

at your Leisure

MAY & COMPANY NEWSLETTER | SPRING 2020

In this special
Covid-19 issue:

**Commercial
Leases**

and legal issues

**Gym and Casino
reopenings**

**Business Rates
Update**

Interview with

**Bon Pan Asian
restaurants**

lots more
inside



LOCKDOWN
EDITION

MAY & COMPANY
RETAIL & LEISURE SPECIALISTS

Welcome

In a very short period of time, the f&b and wider leisure sector has gone from being the resilient saviour of the high street to the sector which has potentially been hit the hardest.

Covid-19 has not only forced all restaurant hospitality and leisure venues to shut overnight, but has battered consumer confidence in the sector.

Operators struggling with paying rents are simultaneously being forced to confront best business practice, safety issues and how they can possibly reopen in a world where people are simply afraid to walk in to their venues. Consumers pockets are being pinched due to redundancies and even with the Government's furlough scheme, there is simply less discretionary spend.

Whilst measures such as temperature testing, glass or plastic screens and reworking layout and spacing at venues are being used to encourage customers back in, the overwhelming feeling is that these precautions kill the social aspect and interaction which brings the experience of leisure alive.

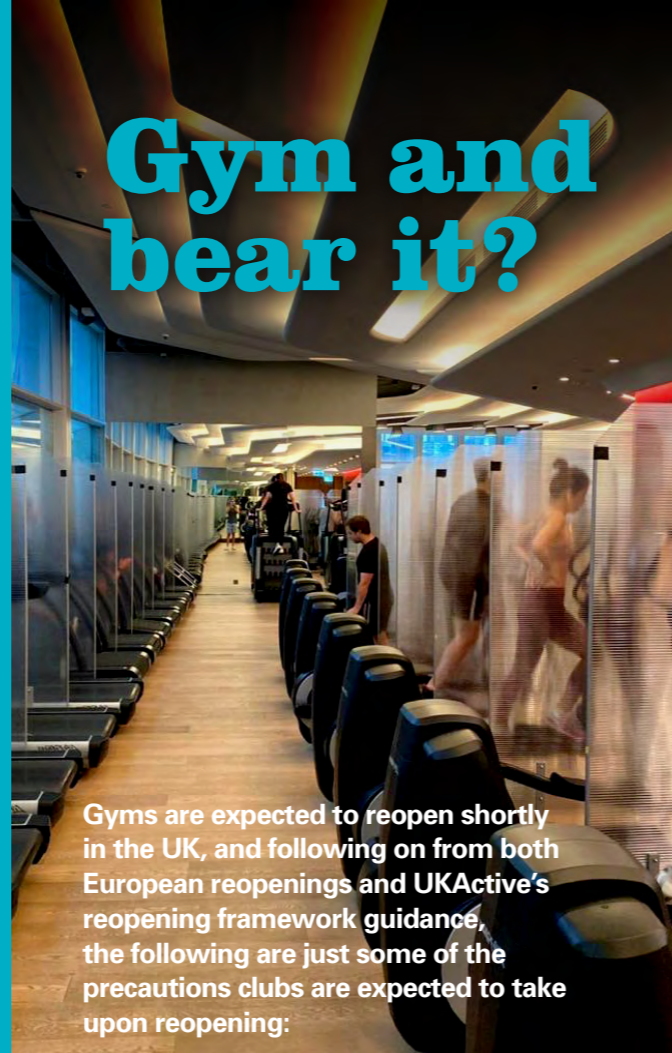
In the next 6 – 12 months we predict a rebasing of rents, significant incentives from Landlords, a relaxation in planning use classes, growth in the drive to/thru market, and operators using outside space as much as they can to encourage trade.

In this edition we are delighted to include a guest article on Covid-19 Commercial Leases by Ben May of Patron Law, we look at the reopening measures in the bar, gym, and casino sectors, and lastly our senior Property Manager Debbie Marks shares some of the issues we have faced in managing commercial real estate at this time.



Samuel May MRICS
DIRECTOR

Gym and bear it?



Gyms are expected to reopen shortly in the UK, and following on from both European reopenings and UKActive's reopening framework guidance, the following are just some of the precautions clubs are expected to take upon reopening:

- Phased reopening and limitations on number of people
- Public Health England posters on display informing customers of hygiene protocols
- Strict physical distancing of 2m with space markings internally, and outside if necessary
- Staff taking customers' infrared temperature before allowing access – people with high temperature will be denied access
- Clubs redesigning layout to ensure spacing between customers, removing some equipment where necessary – which comes at a cost
- Regular deep cleaning of premises, changing rooms and equipment, all touchpoints and paypoints after every class
- Issuing of hand sanitizer, anti bacterial spray and tissues ready on hand, and for all equipment to be cleaned by customers and or staff after every use
- Masks not mandatory for staff unless role requires it such as Personal Training etc.

As a result of coronavirus, we have seen acceleration and huge growth in the in-home workout sector, with operators investing heavily in their apps and digital content to provide online classes, personal training, and also sales of branded products and equipment.

Rebel Foods to expand into the UK



May & Company are pleased to announce that we have been retained by what is the largest 'cloud kitchen' company in the world, with a brief to seek out fully-fitted kitchen sites for delivery of their multi branded food offer.

Rebel is a massive business, in India particularly, with a total of 3200 internet restaurants and 301 cloud kitchens. The proposed UK expansion will initially be across London, and we're looking for spaces of between 800-1,500 sq ft, which may be former restaurant, takeaway or kitchen units. It's an exciting opportunity for us to help a unique business grow, so we'd love to hear from anyone who might be able to help us help Rebel.



Teaching an old **Brewdog** new tricks

In a brilliant, optimistic marketing strategy, craft beer industry leaders Brewdog have released 10 ways they are making it safer to grab a pint at their bars:

- a. Download their app for contactless ordering
- b. All bar crews wearing masks and gloves
- c. Easily accessible hand sanitiser stations for all
- d. Clearly visible social distancing signage
- e. Reduced furniture to help social distancing
- f. Staff monitoring capacities at all times
- g. Cashless payment only via app or by card
- h. Single use menus
- i. Physical table screens available upon request
- j. Surface cleaning every 15 minutes



Commercial Leases during COVID-19

Legal issues to consider

by **Benjamin May** | Managing Partner, Patron Law

The government measures intended to reduce the spread of the novel coronavirus have caused major interruptions to thousands of businesses across the country, many of whom have had no choice but to seek an arrangement with their landlord to reduce or defer the rent payable for their business premises. Others have simply declared that they are unable to pay rent whatsoever.

First and foremost, landlords will be keen not to lose their tenant in the current market, for a number of reasons. Although the government announced business rates holidays for businesses in the retail, hospitality and leisure industries, they did not announce an extended holiday for empty property rates. As a result, landlords will become liable for business rates if they lose their tenant. It could be some time before a landlord is able to find a new tenant, meaning that an income producing asset could quickly become a significant liability. For many landlords, this alone may be sufficient incentive to agree a rent reduction with a tenant.

Additionally, government measures have limited the use of the usual remedies available to landlords for non-payment of rent. Under the Coronavirus Act 2020 passed in late March, landlords do not have a right to forfeit a lease for non-payment of rent until 30 June 2020. Subsequently, the government announced additional temporary measures to combat aggressive tactics being employed by some landlords. The use of statutory demands and winding up petitions for non-payment of rent has been suspended until 30 June 2020. The use of Commercial Rent Arrears Recovery (CRAR) has also been curtailed until 30 June 2020, unless the tenant owes 90 days of unpaid rent.

By these measures, the government seeks to encourage landlords and tenants to reach accommodations to cover the period of restrictions. Many landlords have been prepared to agree a compromise with their tenant and, indeed, have used it as an opportunity to extract concessions from the tenant in doing so, such as asking the tenant to give up a forthcoming break clause.

Can a Tenant refuse to pay rent?

There has been some discussion within the legal profession about whether tenants may have a legal right to withhold rent, irrespective of the suspension of landlord remedies. The argument for a right to withhold payment is that the government-imposed closure of many commercial premises has frustrated the essential bargain of the lease, i.e. that the landlord gives the tenant exclusive use of land in return for rent.

On this basis, so goes the argument, the lease should be treated as temporarily frustrated until the closure is lifted, to ensure that each of the landlord and tenant is equally affected. Although there may be some relevant legal precedent from Hong Kong

courts during the SARS pandemic in 2003, each lease would need to be considered on its own terms, and it has not yet been tested in the English courts in relation to the current Coronavirus regulations. Tenants would therefore be advised to try to reach an agreement with their landlord first before considering this more drastic option.

Could building insurance cover the Pandemic?

Tenants contributing towards the insurance cost of the building usually have the right to inspect the insurance policy taken out by the landlord. In some cases, the insured risks covered by the policy may include a pandemic. This would mean that certain clauses within the lease would be activated, including a suspension of rent.

Some tenants may also have business interruption cover, but this usually relates to property damage and is thought to be unlikely to be triggered by the pandemic.

How should the parties document any agreed terms?

It is important for both sides that any adjustments are recorded in a legally binding document. Although landlords may be amenable to granting relief to their tenants, they may well expect the tenant to cover their legal fees for doing so. Consideration should also be given to any service charges or insurance rent which fall due during the period of any rent adjustments.

One of the considerations for landlords and tenants is how best to document any adjustments which are agreed to. The two possibilities are through a deed of variation, or a side letter. A deed of variation is a document which amends the lease.

As a lease is more than a simple contract between landlord and tenant, but constitutes a grant of an estate in the land, a deed of variation has far more formalistic requirements to be valid. A side letter, on the other hand, is a letter issued by a landlord to a tenant, in which the landlord provides a concession to the tenant from one or more tenant obligations in the lease. Unlike a deed of variation, it grants contractual rights, not property rights.

In the majority of cases, the appropriate format to be used by parties in the current period will be a side letter, for the following reasons:

- It is a simpler document
- It is personal to the two parties (and therefore does not apply to an assignee if the lease is later assigned by the tenant)
- It does not usually affect future rent reviews
- It does not need to be registered at HM Land Registry (relevant if the lease is for a term of 7 years or more).

In most cases, even when using a side letter, it would be sensible for the parties to retain solicitors to advise on and negotiate the wording of the side letter. However, technically it can be done by the parties directly.

However, if more major changes to the lease terms are being made, such as a re-negotiation of the rent for the remainder of the lease, it may be necessary to use a deed of variation.

Pandemic Clauses

The impact of the new world order caused by the pandemic will be felt for some time. Even as the statistics start to show a slowing down of the spread of the virus, the fear of a second wave means that new leases should give explicit consideration as to how the impact of the pandemic should affect the obligations of the parties.

Leases do not generally contain force majeure clauses, which are clauses used in many contracts to forfeit the contract if certain specified events prevent the parties from performing their obligations, e.g. war, earthquakes etc.

However, parties entering into new leases will now need to include so-called pandemic clauses. These could, for example, specify that the tenant is not obligated to pay rent while lockdown measures are in force.

Land Registry: Relaxation of rules

To assist parties and practitioners carrying out property transactions during the period of social distancing and lockdown, HM Land Registry has announced temporary changes to the rules for identifying parties, and for registering executed deeds:

- Identity documents can be checked by a wider list of professionals other than solicitors, such as accountants, vets, police officers, teachers.
- Identity can be verified by using video calls such as Zoom, Facetime etc, as long as screenshots of the identifier and person being identified are retained
- Electronic copies of signed engrossments of deeds can be registered at HM Land Registry, without the need for the solicitor to hold the original paper copy.

However, the rules concerning witnessing signatures have not been adjusted. This means that a witness would still need to be within sufficient physical proximity of the signatory to see the act of signing. This can be achieved, while upholding social distancing, by standing on the other side of a window, for example. Witnessing a signature by video call is not accepted as valid.

Please contact me by email to benjamin@patronlaw.co.uk if you wish to discuss your commercial lease.

Benjamin May
MANAGING PARTNER | PATRON LAW

LANDLORD-TENANT
LAW

GUEST
ARTICLE



In conversation

with **Fiona Chen** of Bon Pan Asian Restaurants

Bon Pan Asian are an established, large buffet restaurant operator with sites in Liverpool, Stoke on Trent and a third large site being built at Intu Merry Hill Birmingham. They also operate their smaller format Naked Noodle in Bold Street Liverpool.

Q *With all UK restaurants closed for in-house dining, what kind of issues are you as operators facing at the moment?*

A Following Government guidelines, we closed all of our restaurants on 19th March. This was hard enough as we hold a lot of food at our restaurants, which all had to go to waste. Financially at present we are ok, and we made sure to pay our March Quarter rents for Liverpool and Stoke as well as for our small format Naked Noodle. We are paying Service Charge in instalments at Merry Hill, but since we are still only building that unit out, we have a rent free period and luckily wont be paying rent for some time. The Merry Hill site which will be a brand new 13,000 sq ft buffet restaurant is only 30% built. Our landlords, Intu, wanted us to continue with the building works despite lock-down. However, due to suppliers being unable to deliver building materials this would not have been possible. In addition, our team of workers such as builders, electricians and plumbers, were unable to go to site, so consequently all building works have been placed on hold for now.

Q *What has happened to all of your kitchen staff and chefs?*

A All of our staff have been furloughed – they cannot work from home like office workers can, but we look forward to when we can safely reopen so they can work again.

Q *On that note, what measures are Bon Pan Asian taking to reopen?*

A Buffet restaurants will be some of the LAST restaurants to reopen. This is due to the buffet/food counter concepts where people come up to get their food and then sit back down again, and it simply would not work to enforce the two meter distancing rules.

Q *Would you consider changing the layout of your seating like some other restaurant operators are doing?*

A No – the layout of seating is not the problem – it's the concept and style of a very busy central buffet operation offering over 150 different dishes and the theatre of live cooking stations which makes it impossible to change the layout, not so much the seating areas.

Q *Is there anything else regarding the restaurants which you would be concerned about if you were to reopen in the near future?*

A Yes, there is a concern that open food dishes can become contaminated in containers, and with customers handling lids and serving themselves – we feel we just cannot take the risk. Also, customers are scared of coming in to restaurants even with preventative measures, so the small amount of any revenue generated would simply not cover the cost of utilities, staff, food and rent at this point. Therefore we prefer to remain closed until we can reopen properly.

Q *How are you finding your large institutional Landlords at the moment?*

A We have heard that Intu are struggling with the large national tenants paying rent, and they will take action against them, as indicated in the press. We have paid our March quarter rents at all of our sites. With the new site we are building out at Merry Hill, we would have expected Intu to waive the service charge as we are not benefitting, but they have at least allowed us to pay it in monthly instalments.

Q *With no sales, how can large buffet restaurants survive?*

A Business Rates is a huge saving for us for the next 12 months. But like with other restaurant groups, if Landlords can be more reasonable with Rent and Service Charge that would hugely help us to survive. We applied for a small business help grant for our Naked Noodle branch but the response has been very slow and we still have not received it.

Q *Considering the large floorplates in Liverpool and Stoke, would you consider a temporary refit to sell groceries and bring in revenue?*

A Not really – this is not what we do. We prefer to be known as a buffet restaurant operation. That said, with Bon Pan Asian we could start doing delivery but we definitely would not convert the space to a supermarket.

Q *With your wider family in China, have you seen anything you think the UK could learn about reopening stores and restaurants?*

A In China, right now, there are virtually no confirmed cases of Covid19, but this is because China along with many other countries have been much stricter than the UK. The UK will take much longer to get back to normal life and reopening. In China, there is a different culture, the Government are much more in control of the people and people listen to the Government. Anyone who has recently arrived in China has been tested immediately upon arrival. If they are ill they are taken to hospital, and if not they are still quarantined for 14 days. This policy seems to be working well and although everyone only goes out wearing masks, overall everyone is back to normal now and people are less worried. The result is that people are out in the streets now, and businesses are able to open because there are virtually no confirmed cases anymore.

Q *Do you think you will be able to offer a full menu when you do reopen? I have heard there are shortages with some products.*

A Even when we do reopen, not all suppliers will carry stock that we need. One of our favourite popular dishes, Beijing ribs are not currently available from our butchers.

Q *How will you reopen?*

A Restaurants are different from gyms and shops – at the end of the day customers can't dine in until everything is completely safe, and we are sure that when we do EVENTUALLY reopen the people will come. We will announce this via our website, social media and local newspapers to inform customers when we reopen. If the confirmed cases drop significantly like China and other countries, we look forward to reopening and especially finishing the build on Merry Hill which is a very exciting growth to our business.



STOP PRESS:
We are currently seeking sites in Manchester and Leicester of c.12,000 sq ft for the Bon Pan concept, and in London for the Naked Noodle expansion. Get in touch.



Business Rates Update: Covid-19

In just a few short weeks, the world as we knew it has been turned upside down and each industry has its tale to tell in terms of how the Covid-19 pandemic has, is or will impact their businesses.

The area of business rates is perhaps one of the more high profile stories during this difficult time as the government tries to prevent vulnerable businesses who cannot operate at present, from going to the wall. They have introduced a series of grants and reliefs which, although do not cover all property types (the industry continues to lobby for the inclusion of all commercial property types into these schemes), nonetheless will benefit the vast majority of the properties occupied by readers of this newsletter.

This article is intended to provide a summary of the latest guidance although please note that, as this guidance is still evolving, there may have been further updates by the time you read this. Furthermore, business rates powers are devolved and so the rules and regulations vary between the different countries within the UK. This, too, is the case with regard to the available grants and reliefs. With due respect to these devolved authorities, for the sake of brevity, this article focuses on England. Readers with specific queries relating to Wales, Scotland and Northern Ireland should feel free to contact us.

Reliefs and Exemptions

In the most recent budget which now seems an age away, the Chancellor announced an extension to the Retail Discount scheme from 50% (itself an increase from the discount of one third applied to qualifying properties in 2019/20) to 100% for occupied retail, leisure and hospitality premises with a rateable value of up to £51,000, for the financial year 2020/21.

This was subsequently revised to include ALL retail, leisure and hospitality properties irrespective of their size. In other words, there is no longer any upper rateable value limit and nor will these reliefs be subject to EU State Aid rules.

Furthermore, in a series of amendments, the definition of 'Retail, Hospitality and Leisure' has gradually been widened, but it is still important to note that this is determined by the

actual use of the property. If the property has a mixed use its definition will be determined according to whether the property is wholly or mainly used for a qualifying purpose. This would also mean that head office or warehouse properties would not qualify unless they comprised a minor part of a qualifying property. It is worth noting the grouping of qualifying properties which are split into various groups as follows:

- Properties used for the sale of goods to visiting members of the public – including most shops, post offices and petrol stations;
- Properties used for the provision of services to visiting members of the public – including hair salons, travel agents, rental shops, estate agents and funeral parlours;
- Properties used for the sale of food and drink – including pubs, restaurants, cafes and take-aways;
- Leisure properties – including sports venues, gyms, museums, cinemas, theatres and casinos;
- Properties used for assembly of the visiting public – including public halls and clubs;
- Properties used for accommodation – including hotels, holiday homes and caravan parks.

This list is not exhaustive but I am mindful of the readership and have tried to gear this article towards the properties and groups most likely to affect them.

Grant Schemes

There are two grant schemes available. Both schemes are set against a base date as of 11 March 2020. The qualifying criteria are those relevant at that date including both the rateable value and the eligible person.

1. Small Business Rates Relief and Rural Relief Schemes

A grant of £10,000 will be made to ratepayers receiving either Small Business Rates relief or Rural Relief, irrespective of the use of the property. However, properties used for personal and not business use, as well as car parking spaces will not qualify, nor will companies which are in liquidation or which have been dissolved.

2. Retail, Hospitality and Leisure grants

Ratepayers eligible for the 100% relief scheme will also be eligible for a grant, as long as the Rateable Value of the property is below £51,000. There are two levels of grant, payable per property:

- For properties with a Rateable Value up to £15,000 the grant will be £10,000 (in line with the Small Business Relief grants).
- For properties where the Rateable Value is greater than £15,000 but less than £51,000 the grant will be £25,000.

The same exclusions apply to this scheme as to the small business relief grants, namely property held for personal use and car parks are excluded from the scheme. Although it initially appeared that these grants would be subject to the €800,000 EU state aid limit, thereby affecting larger portfolios of qualifying properties, this appears to have been successfully challenged so that the grant should now be available for each qualifying property.

Changes after 11 March 2020

As noted, the baseline date for these grants is set according to the local authority's records as of 11 March 2020. Any changes after that date are not relevant, so settlement of a rating appeal bringing a property below the £15,000 or £51,000 thresholds will not change the eligibility to a grant.

The local authority will have the discretion to give or withhold grants to properties where it was clear that a of 11 March 2020 the Rateable Value was incorrect and about to be changed, either removing the eligibility or bringing the property into the eligible range.

It is also important to note that while any new tenancies or assignments granted on or after 11 March 2020 would still qualify for grant assistance, the eligible person for the grant was the ratepayer at this date. This should be taken into account when drafting leases so that the grant money can be transferred to the incumbent occupier.

Grants should automatically be paid by the local authorities based on their list of ratepayers as of 11 March 2020. However, local authorities also have to produce details of each grant given and so may require input from the ratepayers before the payment is made. Unfortunately, there are no set timescales for doing so.

Stop Press

On 6 May, the government announced the postponement of the 2021 rating revaluation.

Interestingly, they have not confirmed that it is to be postponed for a year until 2022 (which was the original date of the next rating list before it was brought forward by a year) and it is therefore possible that with yet another review on the structure of business rates imminent, they will take the opportunity to spend more time looking at an alternative business rates model. There is a precedent here insofar as the 2010 list was extended by two years, albeit not resulting in an alternative method of business rates collection.

This is likely to mean that the new list would be based on values as of April 2020 rather than the April 2019 values which were to have been adopted for the 2021 list. As these values coincided with the Covid-19 lockdown, there could be some interesting arguments to come, on weight of evidence just before and just after Covid. Accordingly, the valuation date could remain at April 2019 (the date scheduled to be used for the revaluation had it gone ahead in 2021) or, more reasonably, it could be moved to April 2021 which would mean a rush to get the list finalised but would result in a greater correlation between the valuation date and the start of the rating list.

In conclusion, the rating world is in a state of flux and with the situation and government guidance still evolving, we will continue to update our clients as changes are made. In the meantime, should you have any specific concerns or queries, please do not hesitate to get in touch with us and we will do our utmost to provide you with the best advice during these unprecedented times.

For further information on Business Rates advice, please contact Ian Landau



Ian Landau BA(Hons) MRICS
BUSINESS RATES CONSULTANT | MAY & COMPANY

LOCKDOWN EDITION

Loyalty versus Sensitivity:

How May & Company is riding the Covid storm.

The entire world is grappling with the unknown as we all try to navigate the Covid-19 pandemic. If there is one thing this pandemic has taught the world, it is that we are truly all in this together. The rich and the poor, the expert and the layman, the landlord and the tenant are all equally at risk and all equally enclosed in this unknown predicament.

So too, May & Company finds itself in an interesting predicament; on the one hand we have a loyalty to our landlord clients and ensuring their needs are met, yet on the other hand we must be sensitive to the tenants and the struggles they are facing.

With the general trend of online shopping affecting many retail businesses, this trajectory has escalated since the outbreak of Covid-19. With the Government guidelines in place and millions going into self-isolation, online shopping has skyrocketed. Unfortunately, this has directly hit some of May & Company's Landlord clients, with their tenant's companies going into liquidation.

Over the last two months it has become increasingly clear that there cannot be a set regulation to govern the property management world. Rather, a property manager must make decisions together with the landlord, on a case by case basis, considering each tenant and their individual circumstances. During this time, there is no room for a one size fits all rule. Whilst landlords are expected to be reasonable during this uncertain time, tenants must likewise be reasonable. One tenant asked May & Company for a 3-month rent holiday due to a 'significant reduction' on their income due to being

Furloughed; a sentence which seems to be an oxymoron. The Government is paying the majority of their salary, in order that they should be able to continue to meet their monthly demands, yet they claim to have a significant reduction on their income. Perhaps if the tenant felt they may struggle with the rental payments, they may have asked if the landlord would consider a rental reduction, or perhaps they may have suggested a repayment plan. This case highlights the point in hand, that tenants too must act in a reasonable way.

It is of utmost importance that the lines of communication be kept open. As managing agents, we can only be sympathetic to tenants and their struggles if we are kept in the loop and they answer the phone, return our phone calls or respond to emails. One tenant was consistently ignoring calls, messages and emails regarding extremely overdue arrears. When they finally did respond it was apparent that due to the nature of their business, they were not able to claim Furlough or any other help from the government. May & Company offered support and guidance and suggested that they approach their bank for a personal loan. Once this was approved, we managed to negotiate a payment plan that the landlord agreed to and was manageable for the tenant.

On the commercial management side, it can be more delicate as tenants not only have their rent demand to pay, but also service charge and insurance. The managing agents find themselves in a balancing act; unsure how much to chase outstanding service charge when the rent arrears are building up.

However, at the end of the day, the building still needs to meet Health & Safety regulations, services are still required, and contractors still need to be paid and the Service Charge Account must encompass the necessary funds for this.

May & Company have been in discussion regarding the need for a deep cleaning of its commercial properties. Currently, there are no definite guidelines on whether this is a requirement before commercial units reopen. Is there a duty of care the landlord owes its occupiers, irrelevant of whether it becomes a statutory obligation? Which party is responsible? Can it be reclaimed through Service Charge? Perhaps, in time, the answers will become clearer.

May & Company treads a fine line between remaining firm so that tenants do not take advantage yet being flexible for those who really need. There are obligations a tenant has to their landlord, governed by the terms of the lease, which exist regardless of this pandemic. Of course, a landlord must be understanding and make allowances, and perhaps going forward leases will include a clause about a pandemic, but until then, there are no grounds for a tenant to withhold their rent or service charge.

Whilst May & Company cannot accept withholding of rent, we have had many cases where we have had to offer various options to tenants. These include partially waiving rent, deferrals, monthly payments to support cash-flow or in some cases simply insisting on prompt full rental payment.

In order to continue to successfully manage property during these turbulent times, it is key to have open lines of communication, with the right balance of loyalty to one's landlord clients whilst displaying sensitivity to their tenants. The result of striking this balance

MAY & COMPANY HAVE PUT INTO PLACE THE FOLLOWING MEASURES SINCE THE ONSET OF THE PANDEMIC:

- ALL RENT AND SERVICE CHARGE DEMANDS WILL ONLY BE SENT OUT BY EMAIL, NOT IN PAPER FORMAT
- WE WILL NO LONGER ACCEPT RENTAL PAYMENTS BY CHEQUE, ONLY BACS (NO QUEUING AT BANKS, NO TOUCHING EXTERNAL PAPER)
- WE WILL NOW ACCEPT SCREENSHOTS TO DEMONSTRATE PROOF OF PAYMENT OR SETTING UP OF DIRECT DEBITS
- WE ARE HAPPY TO HAVE ONLINE ZOOM MEETINGS WITH TENANTS SHOULD THEY REQUIRE

is managing to secure payment plans from tenants, ensuring that both the landlord's and tenant's needs are taken into consideration.

It is no longer landlord versus tenant, or loyalty versus sensitivity, but rather, it is about coming together to amicably reach a compromise that is manageable for all parties involved. If we can work together, then once the UK pulls through this Covid-19 pandemic, peoples lives, and the economy can recover that much quicker.

May & Company manage parades of shops and leisure portfolios UK wide with a focus on the South East.

Please call us on 020 3503 0635 or email management@mayandcompany.co.uk



Debbie Marks BSc(Hons)
SENIOR PROPERTY MANAGER | MAY & COMPANY

“We tread a fine line between remaining firm with tenants, yet remaining flexible for those who really need it.”

Born in the USA, now showing in the UK

The UK drive-to cinema sector has been showing significant growth over the last year.

With current lockdown restrictions and the concerns of close proximity seating at traditional sit-down cinemas, Drive-Ins are the perfect Out Of Home Cinema experience post-Covid.

The leading operator within the sector is **NightFlix**, a brainchild of seasoned cinema veteran John Sullivan (The Light Cinemas, Warner Village) who founded the business as a multi-site and mobile cinema concept at the beginning of 2019.

Nightflix Drive In has introduced the concept to a number of locations around the country, and this type of event is set to take off more regularly as new operators get involved in what is a proven and successful model.



All bookings are made online, and tickets, which cost £20-30 per car, can be printed or scanned from phones and then it's just a matter of turning up at the venue, where customers can order food and drink, before kicking back and enjoying the screening. It's time to offer a new cinema experience and the Drive-In is ready to take viewing to another level.

Nightflix's current sites at Colchester and Newark accommodate between 200-400 cars, show the latest film releases with 50-60 ft LED projection screens utilising Bluetooth technology, and benefit from dedicated street food vans. They also offer a mobile division for outdoor popup events with inflatable screens.

Availability

Despite the lockdown, we are still busy on our clients' behalf. Here's a selection of the properties we have on our books:



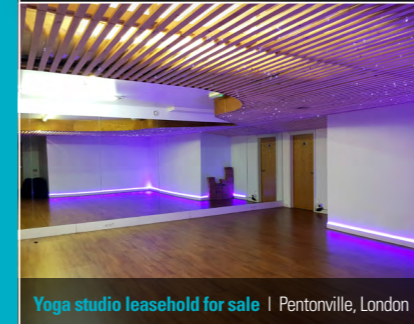
Large retail unit | Chelmsford



Spin studio leasehold | Stanmore, Middlesex



Large leisure basement | Prime Coventry



Yoga studio leasehold for sale | Pentonville, London



Shapers ladies' gym group for sale | South East



Prime retail showroom to let | Tunbridge Wells

Reopening casinos

When UK land-based casinos look to reopen they may take guidance from Las Vegas, where some of the most iconic gaming institutions are making quick changes in order to bring back custom.

Possible concepts for the new norm at casinos incorporate some, if not all, of the following changes:

- Phased reopening with a limited capacity on tables and machines
- New floor layouts by switching off or removal of every other slot machine, or placing barriers, to provide more spacing for social distancing
- Allowing only three players at a gaming table
- Social distancing markers on floors informing guests where they should stand.

Las Vegas-based Screaming Images have started developing a safety shield that could be used on table games and slot machines. The plexiglass acrylic dividers on blackjack tables will be easily installed to separate players and dealers. The benefits of the divider system is that it doesn't involve screws, so no damage to tables or gaming machine cabinets will occur. They also don't fog up, are easy to clean and are recyclable.



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Thanks for reading this issue of **At Your Leisure**: we hope you've found it both interesting and useful. If there's anything we can do to help, whether you are a Developer, Landlord, Investor or Occupier, then please get in touch.

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