

The committee are dutybound to do the best for the club's members and to promote the interests of the club. For reasons unknown to the current committee the lease with Spicy was never reviewed independently and as such the Club has in essence subsidized Spicy Aroma by not having any rental increase in more than 10 years.

As per the legal agreement and lease with Spicy Aroma, a midterm rent review was due in September 2025. Spicy Aroma were written to explaining this process was going to happen. They ignored the letter and we received no communication regarding the rent review.

Bear Associates, an independent chartered surveyor was instructed to conduct the rent review. The outcome of the review was that the rental value of the **Total Area 182.51 Sq M (1964.67 Sq ft)** should be **£21,605 pa**. As we are duty bound to act in the best interests of the club, were we to ignore the expert and renew the lease at the same reduced price of the previous 10+ years we would not be acting in the best interests of the members and it could well be deemed we are acting fraudulently by renting space considerably below market value.

As a compromise the committee offered a 50% reduction from market value on the proviso that Spicy Aroma signed their agreement by month end. If they did not sign the lease the rent would revert to full market value. The reason for this was that at the last rent review Spicy Aroma refused to sign the renewal for more than 12 x months. In addition, Spicy Aroma also went bankrupt and changed the trading name, this meant the newly formed company had no lease, so space was being rented with no lease in place. The offer to sign the 50% reduction was ignored.

For clarity and to highlight market value and the committee acting in the best interests, Deli Pizza pay approximately 50% of Spicy Aroma rent for 2 x parking spaces.

On the 16th October 2025 we received a letter from Spicy Aroma, this was an offer to increase the rent from £12k per annum to £14k per annum. "Accordingly, I would wish to offer to the Club a rent of £14,000 per annum until the next rent review date under the Lease. If that is not accepted then I will wish to invoke the rent review provisions under our Lease dated 2nd September 2022 and will continue paying the former rent of £12,000 per annum until the matter is resolved"

The offer of £14,000 per annum was rejected by the committee for the reasons outlined and as per the letter from Spicy Aroma stating if we rejected the offer he wished to invoke the rent review provisions of the lease. As we were at an impasse and as per the lease agreement AND written request from Spicy Aroma, we contacted RICS to invoke the rent review provisions of the lease and to ask them to instruct a further independent surveyor whose final assessment would be binding to both parties.

On the 28th October we received communication from Spicy Aroma solicitors stating that they wished to offer £15k per annum. Not only was this below the 50% reduction offered, it was after Spicy Aroma had asked to invoke the rent review provision of the lease and after RICS had been instructed as per the request from Spicy Aroma.

Concern was raised due to the fact the letter from the Solicitor to Churchdown Club makes reference to historical factors that had not been taken into consideration, it did not state what the historical factors were. As a committee we can only act upon legally binding contracts and are unable to take into account historical factors that are not part of the lease agreement.

The RICS appointed Independent Expert has written to both parties on 10th November and asked that both parties include any correspondence to him, to the other party also. Spicy Aroma will not provide an email address, so recorded delivery correspondence causes increased delays.

To add to the current issue, Spicy Aroma are currently in arrears on utility bills in excess of £2000 meaning Churchdown Club are subsidising Spicy Aroma and we hope that ALL members would agree that this is not in the best interests of Churchdown Club. This utility debt is in addition to the rental shortcomings that will be due depending on the independent experts assessment.

We have been made aware that Spicy Aroma have been canvassing members 'to help', but the facts are that there is a legally binding rent review in progress. To reiterate we are unable to include any historical factors that are not in the legally binding lease as part of an independent rent review.