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**From:** Christopher [REDACTED]  
**Sent:** 10 January 2024 16:18  
**To:** [REDACTED], Andrew'  
**Subject:** RE: Review - Mama Rose Food & Wine, 23 Compton Road, Harehills, LS9 7BJ  
**Attachments:** APA - Karwan [REDACTED] & Blind [REDACTED]; Karwan [REDACTED] - Deed of surrender for Karwan [REDACTED] & Lease for Blind [REDACTED]

Good Afternoon Andy,

Further to my email yesterday, please find attached:  
-Mr Karwan [REDACTED] Deed of Surrender for the premises;  
-Mr Blind [REDACTED] New Lease for the premises;  
-The Sale Agreement between the parties.

If you could please confirm whether you have any further comment on the proposed conditions in the trail below and that you are content that this can be agreed as a means of dealing with the review in relation to this premises.

I will be submitting the transfer and DPS variation in due course.

Please do call me to discuss, should you have any questions.

Many thanks

Chris

Christopher [REDACTED]

Woods Whur 2014 Limited  
Tel: [REDACTED]  
Mobile: [REDACTED]

[REDACTED]  
Woods Whur 2014 Limited, St James House, 28 Park Place, Leeds, LS1 2SP

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**From:** Christopher [REDACTED]  
**Sent:** 9 January 2024 15:49  
**To:** [REDACTED], Andrew' <[REDACTED]>  
**Subject:** RE: Review - Mama Rose Food & Wine, 23 Compton Road, Harehills, LS9 7BJ

Good Afternoon Andy,

Thank you for your time earlier today.

As discussed, the operation is now being sold to Mr Blind [REDACTED] of [REDACTED]. The new DPS will be Mr Sabest [REDACTED] of [REDACTED].

I will hopefully tomorrow be in a position to provide the surrender of the lease, new lease and sale agreement to you tomorrow.

Many thanks

Chris

Christopher [REDACTED]

Woods Whur 2014 Limited

Tel: [REDACTED]

Mobile: [REDACTED]

[REDACTED]  
Woods Whur 2014 Limited, St James House, 28 Park Place, Leeds, LS1 2SP

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**From:** Christopher [REDACTED]

**Sent:** 29 December 2023 12:12

**To:** [REDACTED], Andrew' <[REDACTED]>

**Subject:** Review - Mama Rose Food & Wine, 23 Compton Road, Harehills, LS9 7BJ

Good Afternoon Andy,

I hope you have had good Christmas.

We are instructed in relation to the above Licensing Act review.

In the light of the allegations made, the current operator is now selling the business to Mr Bilal [REDACTED] of [REDACTED] in a "bona fide" arm's length transaction.

A new lease and an 'Agreement for Sale' will be provided shortly.

A premises licence transfer will be submitted to transfer the premises licence to the new operator. It should also be noted that as part of the review procedure, it is proposed that the premises licence will be updated to ensure the issues relating to counterfeit goods will not be an issue moving forward, they will be as follows:

1. Karwan [REDACTED], Dyar [REDACTED], Narmin [REDACTED] and Vipool [REDACTED] will have nothing to do with the management or operation of the premises, nor will they work or be employed at the premises.
2. No alcohol or tobacco products will be purchased from unknown sources such as itinerant traders "cold callers" at premises. A notice shall be displayed close to the entrance to the premises (either on a shop window or door) which clearly indicates that alcohol and tobacco products will not be purchased from "cold callers" visiting the premises.
3. All alcohol and tobacco products will be purchased from the bona fida wholesaler. All such purchases will be accompanied with official invoices which will allow full traceability through the supply chain alongside any applicable AWRS scheme number for that supplier. Invoices will be retained on the premises for a minimum of six months and will be provided on request to a police officer authorised officer of Leeds City Council.
4. The premises licence holder and/or the designated premises supervisor will ensure that all staff are instructed and trained on the subject of illicit alcohol and tobacco products, including periodic refresher training. Records of the training will be made and kept up to date and checked on a regular basis by the premises licence holder and/or designated premises supervisor.

It is hoped that the above can be agreed as a means of dealing with the review in relation to this premises.

Many thanks

Chris

Christopher [REDACTED]

Woods Whur 2014 Limited

Tel: [REDACTED]

Mobile: [REDACTED]

[REDACTED]  
Woods Whur 2014 Limited, St James House, 28 Park Place, Leeds, LS1 2SP

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**From:** Christopher [REDACTED]  
**Sent:** 11 January 2024 16:32  
**To:** [REDACTED], Andrew'  
**Subject:** Review - Mama Rose Food & Wine, 23 Compton Road, Harehills, LS9 7BJ  
**Attachments:** Mama Rose Food Proposed Conditions.docx

Good afternoon Andy,

Further to my email yesterday, I can now confirm that the transfer application and the vary DPS have been submitted today.

In addition, please see attached a consolidated list of conditions that the operator is willing to offer in order to meet the concerns of other responsible authorities in relation to the area, These are in addition to those previously offered.

Should you have any comments on the proposed conditions please do let me know. As stated previously, it is hoped that the above change of premises licence holder, new DPS and specific conditions offered, will mean that this course of action can be agreed as a means of dealing with the review in relation to this premises.

Many thanks

Chris

Christopher [REDACTED]

Woods Whur 2014 Limited  
Tel: [REDACTED]  
Mobile: [REDACTED]

[REDACTED]  
Woods Whur 2014 Limited, St James House, 28 Park Place, Leeds, LS1 2SP

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**From:** Christopher [REDACTED]  
**Sent:** 11 January 2024 17:10  
**To:** [REDACTED], Carmel  
**Subject:** Review - Mama Rose Food & Wine, 23 Compton Road, Harehills, LS9 7BJ  
**Attachments:** Mama Rose Food Proposed Conditions.pdf

Good afternoon Carmel,

I am instructed in relation to the above review of the premises licence, that is set down for next Tuesday.

I have been liaising with Andy [REDACTED] in relation to the review application (I am yet to receive a response). We have today submitted a transfer of the premises licence and a variation of the DPS, as a means of dealing with the review. It is a "bona fide" arm's length transaction. The new operator has signed a new lease and there is a sale agreement in place. In addition a condition is offered that confirms the previous operator, PLH, DPS and employees will have nothing to do with the store.

Further to the above, we are also proposing to add the following attached conditions, in relation to the issues that are linked to this area.

I have sent these so that you have sight of this prior to the hearing. Should you have any comments on the conditions please do let me know.

Many thanks

Chris

Christopher [REDACTED]

Woods Whur 2014 Limited  
Tel: [REDACTED]  
Mobile: [REDACTED]

[REDACTED]  
Woods Whur 2014 Limited, St James House, 28 Park Place, Leeds, LS1 2SP

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DATED 05 January

2024

[REDACTED]

(Landlord)

AND

Mr Karwan [REDACTED]

(Tenant)

## DEED OF SURRENDER

Relating to

23 Compton Road  
Leeds  
LS9 7BJ

THIS DEED OF SURRENDER is made on 05 day January 2024

BETWEEN

(1) [redacted] and [redacted] both of [redacted] [redacted] ('the Landlord') and

(2) Mr Karwan [redacted] of [redacted] ('the Tenant')

NOW THIS DEED WITNESSES as follows:

**1 DEFINITIONS AND INTERPRETATION**

In this deed:

1.1 'the Lease' means the Underlease dated 1<sup>st</sup> September 2021 and made between (1) the Landlord [redacted] and [redacted] and (2) the Tenant Mr Karwan [redacted]

1.2 'the Property' means the property known as 23 Compton Road Leeds LS9 7BJ registered at HM Land Registry Title Number WUYK622188 comprised in the Lease;

1.3 'the Term' means the term granted by the Lease;

1.4 where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally (this means that they will each be liable for all sums due under this deed and not just a proportionate part);

1.5 words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa, and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa;

1.6 references to any numbered clause or schedule without any further description shall be interpreted as a reference to the clause or schedule to this deed numbered in that manner;

1.7 the clause, paragraph and schedule headings do not form part of this deed and shall be ignored in its interpretation.

**2 RECITALS**

- 2.1 This deed is supplemental to the Lease.
- 2.2 The Property now belongs to the Tenant for the unexpired remainder of the Term.
- 2.3 The interest immediately expectant upon the ending of the Lease still belongs to the Landlord.
- 2.4 The Tenant has agreed to surrender the Term to the Landlord in consideration of the release by the Landlord contained in clause 5 and the Landlord has agreed to accept the surrender in consideration of the release by the Tenant contained in clause 5.

**3 SURRENDER**

In consideration of the release by the Landlord by consent the Tenant with full title guarantee surrenders and yields up the Property to the Landlord to the intent that the Term may merge and be extinguished in the interest immediately expectant on it.

**4 ACCEPTANCE**

In consideration of the release by the Tenant by consent the Landlord accepts the surrender.

**5 RELEASE**

The Landlord and the Tenant each release the other from all liability, claims and demands in respect of breaches of any of the obligations contained in or otherwise arising under the Lease.

IN WITNESS whereof the parties have executed this document as that deed the day and year first before written



**Signed as a deed by the Landlord**

.....  
**RASHID** [redacted] [redacted]

in the presence of:

Witness signature [redacted]

Name *GILL* [redacted]

Address [redacted]

**Signed as a deed by the Landlord**

.....  
**NAFISA** [redacted] [redacted]

in the presence of:

Witness signature [redacted]

Name *GILL* [redacted]

Address [redacted]

**Executed as a deed by the Tenant**

.....  
**KARWAN** [redacted] [redacted]

in the presence of:

Witness signature *NILL* [redacted]

Name *NILL* [redacted]

Address **Beachwood Solicitors Ltd**  
378 Dewsbury Road  
Leeds LS11 7JX  
Tel: [redacted]

**DATED** 5th January **2024**

[REDACTED]

**(Landlord)**

and

**BLIND** [REDACTED]

**(Tenant)**

**LEASE**

Relating to  
23 Compton Road  
Leeds West  
Yorkshire  
LS9 7BJ

Dated 05/01/2024

<b>LR1. Date of lease</b>	05th January 2024
<b>LR2. Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b> Title number(s) out of which this lease is granted. Leave blank if not registered</p> <p>WYK622188</p> <p><b>LR2.2 Other title numbers</b> Existing title numbers against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</p> <p>None</p>
<b>LR3. Parties to the lease</b>	<p><b>Landlord:</b></p> <p>██████████ AND ██████████ of ██████████</p> <p><b>Tenant:</b></p> <p>BLIND ██████████ of ██████████</p> <p><b>Other parties:</b></p> <p>None</p>
<b>LR4. Property</b>	<p>In case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Refer to First Schedule</p>
<b>LR5. Prescribed Statements</b>	<p><b>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</b></p> <p>None</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of :</b></p> <p>Not applicable</p>

<b>LR6. Term for which the Property is leased</b>	<b>From and including : 05 January 2024</b>  <b>To and including : [REDACTED]</b>
<b>LR7. Premium</b>	None
<b>LR8. Prohibitions or restrictions on disposing of the lease</b>	This lease contains a provision that prohibits or restricts dispositions.
<b>LR9. Rights of acquisition etc</b>	<b>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b>  None  <b>LR9.2 Tenant's covenant to (or offer to) surrender this lease.</b>  None  <b>LR9.3 Landlord's contractual rights to acquire this lease</b>  None
<b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11. Easements</b>	<b>LR11.1 Easements granted by this lease for the benefit of the Property</b>  Refer to Second Schedule  <b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b>  Refer to Third Schedule
<b>LR12. Estate rent charge burdening the Property</b>	None

<p><b>LR13. Application for standard form of restriction</b></p>	<p>The parties to this lease apply to enter the following standard form of restriction [against the title of the property] or [against title number.....]</p> <p>None</p>
<p><b>LR14. declaration of trust where there is more than one person comprising the Tenant</b></p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>The Tenant is more than one person. They are to hold the property on trust for themselves as joint tenants.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i></p>

## **2. DEFINITIONS AND INTERPRETATION**

2.1 In this Lease unless the context otherwise requires:-

"Assignee"	means a proposed assignee of this Lease
"Associated Company"	means a company within the same group of companies as the Tenant as referred to in the Landlord and Tenant Act 1954 Section 42
"the Building"	means the part of the Premises known as 23 Compton Road Leeds West Yorkshire LS9 7BJ (registered under title number WYK622188). The area edged red on the plan is the only part included in this Lease. The Land to the back of the property is not included as the Landlord requires this for his own purposes) more particularly described in Part 1 of Schedule 1.
"CDM Regulations"	means the Construction (Design and Management) Regulations 2015
"Common Parts"	means such parts of the Building as are used in common with other occupants of the Building
"Conduits"	means all pipes wires sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixings louvres cowls and any other ancillary apparatus which are in on or under or which exclusively serve the Premises
"External Decorating Years"	means the third year and last three months of the Term
"Insurance Rent"	means the sums which the Landlord shall from time to time pay by way of premium for insuring the Premises and loss of Rent and any plant and machinery from time to time

comprised in and forming part of the Premises in accordance with its obligations contained in this Lease and for insuring in such amount and on such terms as the Landlord shall reasonably consider appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the Premises or the Permitted Use

"Insured Risks"	means fire and such additional risks as the Landlord may reasonably consider it reasonable and practicable to insure against
"Internal Decorating Years"	the third year and the last three months of the Term
"Interest Rate"	means 4% above the base rate from time to time of Yorkshire Bank
"Landlords Rights and Reservations"	means the rights set out in the Third Schedule
"the 1954 Act"	means the Landlord and Tenant Act 1954
"the Open Land"	means any part of the Premises or adjoining property of the Landlord not built upon
"Permissions"	means all planning permissions or other permits and consents that may be required under the Planning Acts or other statutes (if any) to enable the Landlord to rebuild and reinstate the Premises
"Permitted Use"	As [ ] or any other use falling within Class A1 of the Town and Country Planning (Use Classes) Order 1987 as the Landlord approves in writing (such approval not to be unreasonably withheld)
"the Plan"	means the plan annexed to this Lease

"the Planning Acts"	means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Environmental Protection Act 1990 and the Environment Act 1995 any common law relating to the environment and the rules regulations and orders which are either made under one of them or are continued by the Planning (Consequential Provisions) Act 1990 as they apply from time to time
"Rent"	██████████ per annum until 4 January 2027 and thereafter as agreed or determined under the Fifth Schedule
"Rent Commencement Date"	means [5 January 2024]
"Rent Review Date"	means [5 January 2027]
"Schedules"	means the Schedules annexed hereto
"Supervening Events"	<ul style="list-style-type: none"> <li>(a) the Landlord has failed despite using its reasonable endeavours to obtain the Permissions</li> <li>(b) any of the Permissions have been granted subject to a lawful condition with which it would be impossible for or in all circumstances it would be unreasonable to expect the Landlord to comply</li> <li>(c) some defect or deficiency in the Premises upon which the rebuilding or reinstatement is to take place which would render the same impossible or would mean that the same could only be undertaken at a cost that would be unreasonable in all the circumstances</li> </ul>



- (d) the Landlord is unable to obtain access to the Premises for the purposes of rebuilding or reinstating
- (e) the rebuilding or reinstating is prevented by war act of God Government action strike lock-out or
- (f) any other circumstances that prevents reinstatement and that is beyond the control of the Landlord

"Surveyor" means any qualified person or firm appointed by the Landlord to perform any of the functions of the Surveyor under this Lease

"Tenant's Rights" means the rights set out in the Second Schedule

"Utilities" means water soil gas telephone electricity telecommunications and all other services supplied of whatsoever nature

"VAT" means value added tax and any tax of a similar nature substituted for or in addition to it

2.2 In interpreting this Lease:

2.2.1 words importing one gender shall be construed as importing any other gender

2.2.2 words importing the singular shall be construed as importing the plural and vice versa

2.2.3 where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be the joint and several obligations and liabilities of those persons

2.2.4 where reference is made to a statute, this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute

2.2.5 references to a "person" include any individual firm unincorporated association or body corporate

2.2.6 the clause headings and table of contents do not form part of this Lease and shall not be taken into account in its construction or interpretation

- 2.2.7 whenever and to the extent that any provision of this Lease shall be unenforceable or illegal, this Lease shall be construed and interpreted as if such provision were deleted and the legality validity and enforceability of the remaining provisions of this Lease shall in no way be affected or impaired as a result
- 2.2.8 "the Landlord" includes the person in whom the reversion immediately expectant on the determination of the Term is for the time being vested
- 2.2.9 "the Tenant" includes his successors in title
- 2.2.10 the provisions of this Lease shall not be binding on any third party save for any successors in title to the Landlord or the Tenant or the Guarantor (if any)
- 2.2.11 Any reference to a superior Landlord includes the Landlord's immediate reversioner (and any superior Landlords) at any time
- 2.2.12 "the Term" (except where the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded from the tenancy created by this Lease) includes the Term and any period of holding-over or extension or continuance of the Term whether by statute or common law
- 2.2.13 References to "the last year of the Term" include the last year of the Term if the Term shall be determined otherwise than by the effluxion of time and references to "the expiration of the Term" include such other determination of the Term
- 2.2.14 References to any right of the Landlord to have access to the Premises shall be construed as extending to any superior Landlord and any mortgagee of the Premises and to all persons authorised in writing by the Landlord and any superior Landlord or mortgagee (including agents professional advisers contractors workmen and others)
- 2.2.15 Any covenant by the Landlord or the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person
- 2.2.16 Any provision in this Lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent of any mortgagee of the Premises and any superior Landlord where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed on such mortgagee or any superior Landlord not unreasonably to refuse such consent or approval
- 2.2.17 References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord
- 2.2.18 "Development" has the meaning given by the Planning Acts
- 2.2.19 References to "the Premises" include references to the whole or any part or parts of the Premises save where expressly stated otherwise

2.2.20 References to "rents" include the Rent and the further rents referred to in clause 3.2 but Rent means only the Rent

### **3. DEMISE**

The Landlord demises to the Tenant the Premises TOGETHER WITH the Tenant's Rights but SUBJECT TO the Landlords Rights and Reservations TO HOLD the Premises to the Tenant for the Term YIELDING AND PAYING to the Landlord throughout the Term:

3.1 The Rent payable without any deduction by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the day before the quarter day next after the Rent Commencement Date to be paid on the date hereof

#### **3.2 By way of further rent**

3.2.1 the Insurance Rent payable in accordance with clause 6

3.2.2 any VAT payable under this Lease

3.2.3 any interest payable under this Lease

### **4. THE TENANT'S COVENANTS**

The Tenant covenants with the Landlord:

#### **4.1 Rent**

4.1.1 to pay the Rent from the Rent Commencement Date to the Landlord on the days and in the manner set out in this Lease

AND not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off except as may be authorised by statute

4.1.2 if so required in writing by the Landlord to make such payments by banker's standing order to any bank and account that the Landlord may from time to time reasonably nominate

#### **4.2 Outgoings and Value Added Tax**

To pay and to indemnify the Landlord against:

- 4.2.1 all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them (whether or not of a wholly novel or non-recurring nature) but excluding any payable by the Landlord occasioned solely by the receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease
- 4.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment

### **4.3 Utilities**

To pay to the suppliers and to indemnify the Landlord against all charges for services consumed in respect of any utilities or used at or in relation to the Premises (including meter rents) and to observe the requirements of the suppliers of those utilities and the reasonable requirements of the Landlord

### **4.4 Repair cleaning decoration etc**

- 4.4.1 To repair the Premises and keep them in good and tenantable repair and condition excepting any damage caused by an Insured Risk save to the extent that the insurance money is irrecoverable either in whole or in part in consequence of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority
- 4.4.2 To clean the Premises (including at least once in every month the inside of all the windows thereof) and to keep them in a clean condition
- 4.4.3 Throughout the Term to keep the Landlord's fixtures and fittings in good and tenantable repair and condition and to replace the said fixtures and fittings with items of similar quality and design as and when necessary and at the end or sooner determination of the Term to leave in the Premises such fixtures and fittings of at least equal quality and condition as at the Term Commencement date
- 4.4.4 In each of the External Decorating Years to redecorate those external parts of the Premises usually decorated and in each of the Internal Decorating Years to redecorate the internal parts of the Premises in each case such redecoration to be done in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Landlord any change in the tints colours and patterns of such decoration to be approved by the Landlord (such approval not to be unreasonably withheld or delayed)

4.4.5 Where the use of Conduits boundary structures or other things is common to the Premises and other property to be responsible for and to indemnify the Landlord against all sums due from and to undertake all work that is the responsibility of the owner lessee or occupier of the Premises in relation to those Conduits or other things

#### **4.5 Waste and alterations**

4.5.1 Not to:

4.5.1.1 commit any waste

4.5.1.2 make any addition to the Premises

4.5.1.3 unite the Premises with any adjoining Premises

4.5.1.4 make any alterations to the Premises save as permitted by the following provisions of clause 4.5.2

4.5.2.1 Not to make structural alterations to the Premises

4.5.2.2 Not to make any non-structural alterations to the Premises without the consent of the Landlord (such consent not to be unreasonably withheld or delayed save in the case of alterations or additions to the Landlord's fixtures or fittings or to any of the conduits)

4.5.2.3 Not to make any alteration (whether internal external structural or non-structural) which:-

4.5.2.3.1 affects the external appearance of the Premises; or

4.5.2.3.2 materially affects any load bearing parts of the Premises or its roof or foundations; or

4.5.2.3.3 will (or is reasonably apprehended as being likely to) reduce the open market letting value of the Premises

4.5.3 Not to make connection with the Conduits that serve the Premises otherwise than in accordance with plans and specifications approved by the Landlord such approval not be unreasonably withheld or delayed subject to consent to make such connection having previously been obtained from the competent statutory authority or undertaker

4.5.4 To notify the Landlord in writing of all alterations (whether internal, external, structural or non-structural) and to pay any increased premium demanded by the Landlord's insurers as a result thereof

4.5.5 To remove any additional additions alterations or improvements made to the Premises at the expiration of the Term if so requested by the Landlord and as soon as practicable to make good any part or parts of the Premises which may be damaged by such removal

#### **4.6 Aerials signs and advertisements**

4.6.1 Not to erect any pole mast or wire satellite dish or aerial (whether in connection with telegraphic telephonic radio or television communication or otherwise) upon the Premises

- 4.6.2 Not to display anywhere on the Premises so as to be visible from the outside any placard sign notice fascia board or advertisement save for any sign first approved by the Landlord (such approval not to be unreasonably withheld or delayed) displaying the Tenant's trading name and business activity
- 4.6.3 Not to display any flashing lights in the Premises that can be seen from outside the Premises nor to display any other lighting arrangement that can be seen from outside the Premises if the Landlord shall in its reasonable opinion consider such lighting to be undesirable
- 4.6.4 Not to install or erect any exterior lighting shade or awning at the Premises

#### **4.7 Statutory obligations**

- 4.7.1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or for the Permitted Use that are required in order to comply with the requirements of any statute (whether current or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the occupier
- 4.7.2 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 4.7.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bye-laws applicable to the Premises or in regard to carrying on the Permitted Use at or on the Premises
- 4.7.4 Without prejudice to the generality of the foregoing to comply with the requirements from time to time of the appropriate authority or authorities in relation to fire precautions

#### **4.8 Access of Landlord and notice to repair**

- 4.8.1 To permit the Landlord
  - 4.8.1.1 to enter upon the Premises upon forty-eight hours previous notice in writing other than in an emergency for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed or any step under the 1954 Act or to take inventories
  - 4.8.1.2 to view (and to open up floors and other parts of the Premises where such opening-up is required in order to view) the state of repair and condition of the Premises

4.8.1.3 or any person or persons by the Landlord authorised in that behalf in writing to enter upon the Premises upon at least 48 hours notice in writing (except in emergencies) for the purpose of constructing laying down altering repairing cleansing emptying or maintaining any Conduits in connection with or for the accommodation of any adjoining property of the person exercising such right

in all cases doing as little damage as possible to the Premises and making good all damage occasioned to the Premises by such action but without otherwise making compensation for any damage or inconvenience to the Tenant

4.8.2.1 To permit the Landlord to give to the Tenant (or leave upon the Premises) a notice specifying any repairs cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this Lease and to request the Tenant within three months to complete the same including the making good of any opening up

4.8.2.2 If within one month of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within a reasonable period of time then the Tenant will permit the Landlord to enter the Premises to execute such work as may be reasonably necessary to comply with the notice and to pay to the Landlord the reasonable and proper cost of so doing and all reasonable and proper expenses incurred by the Landlord (including legal costs and surveyor's and builder's fees) within 14 days of written demand

#### **4.9 Alienation**

4.9.1 Not at any time during the Term to assign any part or parts of the Premises as distinct from the whole to the intent that this clause shall constitute an absolute prohibition against partial dispositions

4.9.2 Not at any time during the Term to sublet or share possession or occupation of the whole or part of the Premises PROVIDED THAT the Tenant may with the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) sublet the whole of the Premises upon the following terms and conditions:

4.9.2.1 prior to the grant of any underlease the undertenant has covenanted with the Landlord (in such form as the Landlord may reasonably require) to observe and perform the tenants' covenants (except the covenant to pay the Rent) and the obligations on the part of the undertenant contained in the underlease throughout the term of the underlease and not to further underlet the Premises in whole or in part

4.9.2.2 the Tenant has given the Landlord a copy of the proposed underlease and the underletting of the demised property shall be at a rent which is not less than the full rack rental value of the Premises (being not less than the Rent then payable under this Lease) without a premium and payable in advance on the usual quarter days in every year and only one quarter in advance and reviewable on the same dates and on the same terms as the rent is reviewed under this Lease (if applicable)

- 4.9.2.3 the underlease shall impose obligations upon the undertenant corresponding with those contained in this Lease
- 4.9.2.4 the underlease contains a lawful agreement excluding in relation to the tenancy to be created by the underlease the provisions of Sections 24 – 28 (inclusive) of the 1954 Act and the Tenant has produced to the Landlord such evidence as the Landlord requires as to the lawfulness of the agreement
- 4.9.2.5 the Tenant shall not without the Landlord's previous consent such consent not to be unreasonably withheld or delayed vary or waive the terms of any underlease nor reduce waive commute set off or otherwise vary whether directly or indirectly the rents reserved by any underlease except in accordance with the rent review provisions thereof
- 4.9.2.6 if any undertenant breaches any of the covenants conditions agreements and provisions contained or referred to in this Lease upon discovering the same to take all reasonable steps and proceedings to remedy such breach at the Tenant's own expense
- 4.9.2.7 Upon the termination of any underlease (howsoever occurring) not to accept any rent from any undertenant or permit it to hold over or acknowledge any tenancy but forthwith to take all requisite steps at the Tenant's expense to secure possession of the underlet Premises
- 4.9.3 Not at any time during the Term to assign the whole of the Premises without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed granted in accordance with the conditions set out below PROVIDED THAT The Landlord shall be entitled to refuse such consent to any assignment unless
  - 4.9.3.1 the Assignee is of sufficient financial standing to pay the rents and to observe and perform the covenants of this Lease
  - 4.9.3.2 the Tenant is up to date with all payments due and ascertainable under the terms of this Lease
  - 4.9.3.3 in the Landlords opinion (acting reasonably) there are no outstanding breaches of any Tenant covenant under this Lease
  - 4.9.3.4 the Tenant enters into an authorised guarantee agreement with the Landlord (at the reasonable and proper expense of the Tenant) in such form as the Landlord shall reasonably require guaranteeing the performance by the Assignee of the covenants on the Tenant's part contained in this Lease and of the payment of the rent and other payments due hereunder
  - 4.9.3.5 the Assignee enters into a Deed of Licence (in respect of which the Landlord's reasonable and proper administration costs and the Landlord's Solicitors' reasonable and proper fees shall be paid by the Tenant) incorporating a direct covenant with the Landlord to pay the rent (including the increased rent arising on any review) and the further rent and to perform and observe all the covenants and obligations on the part of the Tenant to be performed and observed which are contained in this Lease



- 4.9.3.6 if the Assignee shall be a limited liability company then upon the Landlord's reasonable demand a guarantor or guarantors not exceeding two in number of reasonably satisfactory standing shall join in such deed as sureties for the Assignee in order to covenant with the Landlord as set out in clause 7 of this Lease
- 4.9.4 PROVIDED THAT nothing herein should be deemed to limit the grounds on which the Landlord shall be entitled reasonably to object to an assignment in addition to the specific matters mentioned above
- 4.9.4.1 nothing herein should be deemed to limit the grounds on which the Landlord shall be entitled reasonably to object to an assignment in addition to the specific matters mentioned above; and
- 4.9.4.2 the Landlord can refuse to grant consent to an assignment where the assignee is an Associated Company for any or no reason
- 4.9.5 Within one month of any assignment underlease or any transmission or other devolution relating to the Premises to produce for registration with the Landlord's solicitor a certified copy of any such deed or document and to pay the Landlord's solicitor's reasonable charges for the registration of every such document such charges not being less than £50.00 (fifty pounds) together with value added tax thereon at the then prevailing rate
- 4.9.6 Notwithstanding the above the Tenant may share the occupation of the whole of any part of the Premises with an Associated Company for so long as both companies shall remain members of the same group and otherwise than in a manner that transfers or creates a legal estate and provided that it so notifies the Landlord in writing forthwith
- 4.9.7 Not otherwise than as permitted above to share occupation or part with possession of the Premises (whether the whole or part or parts)
- 4.9.8 Not at any time during the said term to charge by way of fixed legal charge the Premises or any part or parts thereof without the prior written consent of the Landlord having been obtained (such consent not to be unreasonably withheld or delayed)
- 4.10 Use, Nuisance etc and residential restrictions**
- 4.10.1 To use the Premises for the Permitted Use only
- 4.10.2 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance injury or damage to the Landlord or its tenants or the owners or occupiers of adjacent of neighbouring Premises
- 4.10.3 Not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose
- 4.10.4 Not to use the Premises as sleeping accommodation or for residential purposes nor keep any animal fish reptile or bird anywhere on the Premises

- 4.10.5 Not to cause any land roads or pavements abutting the Premises to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials
- 4.10.6 Not to use the Premises in such a way as would be a breach of the matters referred to in the documents set out in the Fourth Schedule
- 4.10.7 Not to bring keep store stack or lay out upon the Open Land any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item except in areas allocated for the storage of such items
- 4.10.8 Not to deposit or permit to be deposited any waste rubbish or refuse on the Open Land

#### **4.11 Landlord's costs**

To pay to the Landlord (together with VAT) all reasonable and proper costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) incurred by the Landlord in relation to or incidental to:

- 4.11.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or lawfully refused or proffered subject to any qualification or condition or whether the application is withdrawn unless such refusal or qualification or condition is unlawful whether because it is unreasonable or otherwise
- 4.11.2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in proper contemplation of proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
- 4.11.3 the recovery or attempted recovery of arrears of rent or other sums due from the Tenant or the remedying of any other breach of the covenants on the part of the Tenant contained in this Lease and
- 4.11.4 any steps taken in proper contemplation of the preparation and service of a schedule of dilapidations during or within 6 months after the expiration of the Term
- 4.11.5 the ascertaining from time to time (but in any event not more than once in every 3 years) of the rebuilding and reinstatement cost of the Premises

#### **4.12 The Planning Acts**

- 4.12.1 Not to do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Premises or any part thereof required to be omitted or done respectively by the Planning Acts or which shall contravene the provisions of the said Acts or any of them and at all times hereafter to indemnify and keep indemnified the Landlord

against all proceedings costs expenses claims and demands in respect of any such matter or thing contravening the said provisions of the Planning Acts or any of them

4.12.2 Within seven days of the receipt of the same by the Tenant to give full particulars to the Landlord of any Notice or Order or proposal for a Notice or an Order given issued or made to the Tenant by a Planning Authority under or by virtue of the Planning Acts and also relating to the Premises or any part thereof and at the request and cost of the Landlord to make or join with the Landlord in making such objection or objections or representation or representations against or in respect of any proposal for such a notice or order as the Landlord shall reasonably deem expedient and which will not prejudice the Tenant's business

#### **4.13 Plans documents and information**

If called upon so to do to produce to the Landlord or the Surveyor all relevant plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with

#### **4.14 Indemnities**

To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceeding claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

- 4.14.1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority
- 4.14.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

#### **4.15 Reletting or Selling Boards**

- 4.15.1. Save where the Tenant has applied for a new tenancy of the Premises pursuant to the 1954 Act to permit the Landlord at any time during the last 6 months of the Term to enter upon the Premises and affix and retain in a reasonable position upon the Premises a notice for reletting the Premises
- 4.15.2 To permit the Landlord at any time during the Term to enter upon the Premises and affix and retain in a reasonable position upon the Premises a notice that the Landlord's interest in the Premises is for sale

and during such period to permit persons with the written authority of the Landlord or its agent at reasonable times of the day on reasonable notice to view the Premises Provided That the Landlord shall cause as little interference with the Tenant's use of the Premises as is practicable

**4.16 Encroachments**

- 4.16.1 Not to stop up darken or obstruct any windows or light belonging to the Premises
- 4.16.2 To take all reasonable steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Landlord immediately the Tenant becomes aware if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request and cost of the Landlord to adopt such means as shall reasonably be required to prevent such encroachment or the acquisition of any such easement

**4.17 Yield up**

At the expiration of the Term:

- 4.17.1 to yield up the Premises in repair and in accordance with the terms of this Lease
- 4.17.2 to give up all keys of the Premises to the Landlord and
- 4.17.3 (where requested to do so by the Landlord) to remove all signs and alterations erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal

PROVIDED THAT if at such time as the Tenant has vacated the Premises after the determination of the Term either by effluxion of time or otherwise any property of the Tenant shall remain in or on the Premises after giving reasonable notice to the Tenant the Landlord may as agent of the Tenant (and the Landlord is hereby appointed by the Tenant to act in that behalf) sell such property and shall then hold the proceeds of sale after deducting the reasonable costs and expenses of removal storage and sale reasonably and properly incurred by it to the order of the Tenant PROVIDED THAT the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the bona fide mistaken belief that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this clause

**4.18 Interest on arrears**

- 4.18.1 If the Tenant shall fail to pay the Rent on the date due or any other sum due under this Lease within 7 days of it becoming due whether formally demanded or not the Tenant shall pay the Landlord Interest at the Interest Rate on the rents or other sum calculated on a daily basis from the date when they were due to the date on which they are paid
- 4.18.2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the rents or any other sum due under this Lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord

in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease

#### **4.19 Statutory Notice**

As soon as practicable after receipt to give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority such notice of direction order or proposal and if so required by the Landlord to produce a copy of such notice direction order or proposal to the Landlord and without delay to take all necessary steps to comply with the said notice direction order or proposal and at the request and cost of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall reasonably deem expedient and which will not prejudice the Tenant's business

#### **4.20 Keyholders**

To ensure that at all times the Landlord has and the local Police force has written notice of the name home address and home telephone number of at least 2 keyholders of the Premises

#### **4.21 Defective Premises**

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or any duty of care imposed on the Landlord whether pursuant to the Defective Premises Act 1972 or otherwise

#### **4.22 New guarantor**

Within 28 days of any guarantor of the Lease:-

- 4.22.1 (if an individual) dying becoming bankrupt having a receiving order made against him or entering into an arrangement for the benefit of creditors or distress and execution being levied on his goods at the Premises or having a receiver appointed under the Mental Health Act 1983 or
- 4.22.2 (being a company) passing a resolution to wind up or entering into liquidation of having a receiver appointed (whether administrative or not) entering into an arrangement for the benefit of creditors or distress and execution being levied at its goods at the Premises

to give notice of this to the Landlord and if reasonably required by the Landlord (at the reasonable and proper expense of the Tenant) within 28 days to procure some other person or company reasonably acceptable to the Landlord (such acceptance not to be unreasonably withheld or

delayed) to execute a guarantee in respect of the Tenant's obligations contained in this Lease in the form of the Guarantor's covenants contained in this Lease

#### **4.23 Landlord's Rights**

To permit the Landlord at all times during the Term to exercise any of the rights granted to it by virtue of the provisions of this Lease

#### **4.24 Not to discharge oil etc.**

Not to knowingly discharge into any of the Conduits any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system

#### **4.25 Not to install**

Not to install or use in or upon the Premises any machinery or apparatus which causes noise or vibration which can be heard or felt in nearby Premises or outside the Premises or which may cause damage

#### **4.26 Not to allow music**

Not to allow to be played or used in the Premises any musical instrument loudspeaker tape recorder gramophone radio or other equipment or apparatus that produces sound that may be heard in nearby Premises or outside the Premises

#### **4.27 Ceiling and floor loading**

Not to bring onto or permit to remain on or in the Premises any safes machinery goods or other articles which shall or may strain or damage the Premises or any part of them or which may exceed the safe load bearing capacity of the structure of the Premises.

#### **4.28 Permit the Landlord to rebuild**

At any time during the Term to permit the Landlord to erect rebuild or alter any buildings or erections facing adjoining or near to the Premises to any extent and in any manner they may think fit notwithstanding that the building so erected rebuilt or altered may obstruct or interfere with any right of light or air or passage for the time being appurtenant to or enjoyed with the Premises or any part thereof

#### **4.29 Collect Refuse**

To ensure to the reasonable satisfaction of the Landlord that all trade and other refuse is collected from the Premises at regular intervals or in the default by the Tenant to reimburse the Landlord for any reasonable and proper monies so expended by the Landlord

#### **4.30 Void Rate Relief**

To pay to the Landlord within fourteen days of written demand a sum equal to any void rate relief which the Landlord may be unable to claim by reason of the Tenant vacating the Premises prior to the completion of the said term

#### **4.31 CDM Regulations**

4.31.1 To keep up to date with all regulations

4.31.2 To comply with the Health and Safety file

4.31.3 To keep the Health and Safety file up to date

4.31.4 To hand the Health and Safety file to the Landlord at the end or sooner determination of the Term

4.31.5 To indemnify the Landlord in respect of all reasonable and proper costs and expenses incurred in connection with the reconstruction of the Health and Safety file and any breach of any of the regulations

#### **4.32 Licences**

To maintain any licences obtained by the Tenant under the Licencing Act 2003 and to provide a copy of any Premises licence or amendment to the licence to the Landlord within 7 days of the same.

#### **4.33 Landlords Title**

To comply with matters contained or referred to in the Fourth Schedule

#### **4.34 Service Charge**

To comply with the Tenant's obligation contained in clause 5.3

### **5. THE LANDLORD'S COVENANTS**

#### **5.1 Quiet Enjoyment**

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the

Landlord or any person claiming under or in trust for the Landlord or by title paramount

## **5.2 Repair and Maintenance**

The Landlord must repair and keep in good repair all parts of the Building for which neither the Tenant nor any other tenant is wholly responsible including, but without prejudice to the generality of the foregoing:

- 5.2.1 the foundations of the Building
- 5.2.2 the external, structural or loadbearing walls, columns, beams and supports, but excluding the interior plaster and decorative finishes of the external walls, the floorboards and the internal non-loadbearing walls of the Building
- 5.2.3 the roof of the Building

provided that this covenant does not require the Landlord to carry out any works required as a result of (1) the Tenant's negligence, (2) breach or any of the tenant's covenants in this Lease, (3) any alteration or addition to the Premises otherwise than by the Landlord

## **5.3 Discretionary Services**

- 5.3.1 the Landlord may at its discretion carry out the following services:

The repair/maintenance of the rear yard

or such other services as the Landlord shall (acting reasonably) consider to be necessary or desirable for the comfort or convenience of the Tenant of the Building or if he is required to do so by a competent authority

## **5.4 Contribution to Landlord's Expenditure**

- 5.4.1 Service of provisional charge notice  
if and whenever the Landlord believes or is advised that work should be carried out pursuant to clause 5.2 the Landlord may – but need not – serve the Tenant a notice (“a provisional charge notice”) indicating:

- 5.4.1.1 the nature of the work;



- 5.4.1.2 the estimated cost of the work; and
- 5.4.1.3 the proportion of the cost of the work that the Surveyor has provisionally determined is payable by the Tenant in accordance with this clause 5.4 (“the Provisional Charge”)

#### 5.4.2 Payment of the Provisional Charge

The Tenant must pay the Provisional Charge to the Landlord within 14 days of the service of a Provisional Charge Notice

#### 5.4.3 The Final Notice

As soon as convenient after the work has been carried out the Landlord must give to the Tenant a notice (“a final notice”) setting out:

- 5.4.3.1 the actual cost of the work;
- 5.4.3.2 the proportion of the cost of the work that the Surveyor has determined is payable by the Tenant in accordance with this clause 5.4 (“the Actual Charge”); and
- 5.4.3.3 the difference between the Provisional Charge (if any) and the Actual Charge

If the Provisional Charge exceeds the Actual Charge, the Landlord must refund the excess to the Tenant, and if the Actual Charge exceeds the Provisional Charge the shortfall must be paid to the Landlord by the Tenant, in either case within 14 days of the service of the final notice.

## 6. INSURANCE

### 6.1 Warranty re convictions

The Tenant warrants that prior to the execution of this Lease it has disclosed to the Landlord in writing any conviction judgement or finding of any court or tribunal relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

## **6.2 Landlord to insure**

The Landlord covenants with the Tenant to insure the Premises (as a part of the Building) in the name of the Landlord unless such insurance shall be vitiated by any act of the Tenant or by anyone at the Premises expressly or by implication with the Tenant's authority and under the Tenant's control

## **6.3 Details of the Insurance**

Insurance shall be effected:

- 6.3.1 in such insurance office or with such underwriters and through such agency as the Landlord may from time to time acting reasonably and having regard to other insurers' rates decide
- 6.3.2 for the following sums:
  - 6.3.2.1 such sum as the Landlord shall from time to time be properly advised by its Surveyor as represents the full cost of rebuilding and reinstatement of the Premises including architects' surveyors' and other professional fees payable upon any applications for planning permission or other permits or consents that may be required in relation to the rebuilding or reinstatement of the Premises the cost of debris removal demolition site clearance any works that may be required by statute and incidental expenses and
  - 6.3.2.2 the loss of Rent payable under this Lease from time to time [(having regard to any review of rent which may become due under this Lease)] for three years
- 6.3.3 against damage or destruction by the Insured Risks to the extent that such insurance may ordinarily be available for properties such as the Premises with an insurer of repute and subject to such excesses exclusions or limitations as the insurer may require and are reasonable in a commercial policy of insurance
- 6.3.4 the Landlord covenants with the Tenant in relation to the policy of insurance effected by the Landlord to produce to the Tenants on demand (but not more than once a year) a copy of the policy and the last premium renewal receipt or alternatively evidence of the terms of the policy and the fact that the last premium has been paid

## **6.4 Payment of Insurance Rent**

The Tenant shall pay to the Landlord the Insurance Rent on the Term Commencement date of this Lease proportionately for the period from and including the Term Commencement Date to the day before the next policy renewal date and subsequently the Tenant shall pay the Insurance Rent to the Landlord within fourteen days of demand and (if so demanded) in advance of the policy renewal date

## **6.5 Suspension of Rent**

6.5.1 If and whenever during the Term:

6.5.1.1 the Premises or any part of them is damaged or destroyed by any of the Insured Risks so that the Premises or any part of them are inaccessible or unfit for occupation or use and

6.5.1.2 payment of the insurance monies is not refused either in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority then the provisions of clause 6.5.2 shall have effect

6.5.2 The Rent or a fair proportion of the Rent according to the nature and the extent of the damage sustained shall cease to be payable until the Premises or the affected part of the Premises shall have been rebuilt or reinstated so that the Premises are made fit for occupation or use or until the expiration of 3 years from the destruction or damage whichever period is the shorter the amount of such proportion and the period during which the Rent shall cease to be payable to be determined (if not agreed between the parties) by the Surveyor acting as an expert and not as an arbitrator

## **6.6 Reinstatement and termination if prevented**

6.6.1 If and whenever during the Term.-

6.6.1.1 the Premises or any part of them are damaged or destroyed by any of the Insured Risks and

6.6.1.2 the payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority

the Landlord shall use its reasonable cost effective endeavours to obtain the Permissions as expeditiously as possible

6.6.2 Subject to the provisions of clauses 6.6.3 and 6.6.4 the Landlord shall as soon as the Permissions have been obtained or immediately where no Permissions are required apply all money received in respect of such insurance (except sums in respect of loss of Rent) in rebuilding or reinstating the Premises so destroyed or damaged

6.6.3 The Landlord shall not be liable to rebuild or reinstate the Premises if and for so long as such rebuilding or reinstating is prevented by Supervening Events

6.6.4 If upon the expiry of a period of 3 years commencing on the date of the damage or destruction the Premises have not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use either party may by notice served (and effective forthwith) at any time within 6 months of the expiry of such period of 3 years invoke the provisions of clause 6.6.5

6.6.5 Upon service of a notice in accordance with clause 6.6.4:

- 6.6.5.1 the Term will absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other
- 6.6.5.2 all money received in respect of the insurance effected by the Landlord pursuant to this clause shall belong to the Landlord absolutely

## **6.7 Tenant's insurance covenants**

The Tenant covenants with the Landlord:

- 6.7.1 to comply with all the lawful requirements of the insurers of the Premises
- 6.7.2 not to do or omit anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part nor (unless the Tenant shall have previously notified the Landlord and have agreed to pay the increased premium) anything by which additional insurance premiums may become payable
- 6.7.3 to keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority may lawfully require and to maintain such equipment to their satisfaction and in efficient working order and to cause any sprinkler system and other fire fighting equipment to be inspected by a competent person as frequently as is recommended by the fire authority or the insurers (whichever shall have the highest frequency of inspection)
- 6.7.4 not to store or bring onto the Premises any article substance or liquid of a specially combustible inflammable or explosive nature and to comply with the requirements of the fire authority and the reasonable requirements of the Landlord as to fire precautions relating to the Premises
- 6.7.5 not to obstruct the access to any fire equipment or the means of escape from the Premises nor to lock any fire door while the Premises are occupied
- 6.7.6 to give notice to the Landlord immediately upon the happening of any event which might affect any insurance policy on or relating to the Premises or upon the happening of any event against which the Landlord may have insured under this Lease
- 6.7.7 immediately to inform the Landlord in writing of any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director) likely to affect the decision of any insurer or underwriter to grant or to continue any such insurance
- 6.7.8 if at any time the Tenant shall be entitled to the benefit of any insurance on the Premises (which is not effected or maintained in pursuance of any obligation contained in this Lease) to apply all money received by virtue of such insurance in making good the loss or damage in respect of which such money shall have been received
- 6.7.9 if and whenever during the Term the Premises or any part of them are damaged or destroyed by an Insured Risk and the insurance money under the policy of insurance effected by the Landlord pursuant to its obligations contained in this Lease is by

reason of any act or default of the Tenant of anyone at the Premises expressly or by implication with the Tenant's authority wholly or partially irrecoverable then in every such case (at the option of the Landlord) either:

- 6.7.9.1 forthwith to rebuild and reinstate at its own expense the Premises or the part destroyed or damaged to the reasonable satisfaction and under the supervision of the Surveyor the Tenant being allowed towards the expenses of so doing (upon such rebuilding and reinstatement being completed) the amount (if any) actually received by the Landlord in respect of such destruction or damage under any such insurance policy maintained by the Landlord or
- 6.7.9.2 to pay to the Landlord on demand with Interest at the Interest Rate less 4% from the date of demand until the date of payment the amount of such insurance money so irrecoverable and on receipt of such money the provisions of clause 6.6 shall apply
- 6.7.10 To pay to the Landlord or to whom the Landlord may direct any additional insurance on any adjoining property of the Landlord and the contents thereof caused by the user by the Tenant of the Premises or any part thereof
- 6.7.11 To pay to the Landlord or to whom the Landlord may direct the amount of insurance excess in respect of any insurance claim made regarding the Premises

## **7. GUARANTOR'S COVENANTS**

The Guarantor covenants with the Landlord and without the need for any express assignment with all its successors in title that:

### **7.1 To pay observe and perform**

During the Term the Tenant shall punctually pay the rents and observe and perform the covenants and other terms of this Lease and if at any time during the Term the Tenant shall make any default in payment of the rents or in observing or performing any of the covenants or other terms of this Lease the Guarantor will pay the rents and observe and perform the covenants or terms in respect of which the Tenant shall be in default and shall make good to the Landlord on demand and indemnify the Landlord against all losses damages reasonable and proper costs and expenses arising or incurred by the Landlord as a result of such non-payment non-performance or non-observance notwithstanding:

- 7.1.1 any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the covenants or other terms of this Lease or any refusal by the Landlord to accept rents tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 Section 146 have been entitled) to re-enter the Premises

- 7.1.2 that the terms of this Lease may have been varied by agreement between the parties whether or not such variation is prejudicial to the Guarantor
- 7.1.3 that the Tenant shall have surrendered part of the Premises in which event the liability of the Guarantor under this Lease shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140; and
- 7.1.4 any other act or thing by which but for this provision the Guarantor would have been released

**7.2 To take Lease following disclaimer**

If at any time during the Term the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidator shall disclaim this Lease the Guarantor shall if the Landlord shall require by notice within 60 days after such disclaimer take from the Landlord a lease of the Premises for the residue of the Term at the Rent then being paid under this Lease and subject to the same covenants and terms as in this Lease (except that the Guarantor shall not be required to procure that any other is made a party to that lease as guarantor) such new lease to take effect from the date of such disclaimer and in such case the Guarantor shall pay the reasonable and proper costs of such new lease and execute and deliver up to the Landlord a counterpart of it

**7.3 To make payments following disclaimer**

If this lease shall be disclaimed and for any reason the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with clause 7.2 the Guarantor shall pay to the Landlord on demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Premises and the rents for the period commencing with the date of disclaimer and ending on whichever is the earlier of the following dates:

- 7.3.1 the date 6 months after such disclaimer; or
- 7.3.2 the date (if any) upon which the Premises are re-let

**8. PROVISOS**

**8.1 Re-entry**

If and whenever during the Term:

- 8.1.1 the rents (or any of them or any part of them) under this Lease are outstanding for 21 days after becoming due whether formally demanded or not; or
- 8.1.2 there is a breach by the Tenant or the Guarantor of any covenant or other term of this Lease or any document expressed to be supplemental to this Lease; or

- 8.1.3 in respect of an individual Tenant (or creditor) an interim order is made or a bankruptcy order is made or a proposal is made for a voluntary arrangement; or
- 8.1.4 a company Tenant or a Company Guarantor
- 8.1.4.1 enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company); or
- 8.1.4.2 has a receiver manager administrative receiver or liquidator appointed; or
- 8.1.5 the Tenant enters into an arrangement for the benefit of its creditors; or
- 8.1.6 the Tenant has any distress or execution levied on its goods at the Premises

the Landlord may (but shall not be under any obligation to) re-enter the Premises (or any part of them in the name of the whole) at any time (even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant or the Guarantor in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)

## **8.2 Entire understanding**

This Lease and any Agreement leading to its grant embody the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this Lease

## **8.3 Representations**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the Landlord except:-

- 8.3.1 any such statement or representation that is expressly set out in this Lease; and
- 8.3.2 any written information given to the Tenant's Solicitors in reply to written enquiries before lease or in reply to observations thereon

## **8.4 Licences etc under hand**

Whilst the Landlord is a limited company or other corporation all licences consents approvals and notices required to be given by the Landlord shall be sufficiently given if given under the hand of a director the secretary or other duly authorised officer of the Landlord

## **8.5 Compensation on vacating**

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

## **8.6 Disputes**

Any dispute shall be determined by a single arbitrator to be agreed upon by the Landlord and the Tenant or in default of agreement to be nominated at the request of either of them or both of them jointly by the President for the time being of the Royal Institution of Chartered Surveyors and in each case in accordance with the Arbitration Acts for the time being in force

## **8.7 Service of notices**

The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease except that Section 196 shall be deemed to be amended as follows:

8.7.1 the final words of Section 196(4) ... "and that service ... be delivered" shall be deleted and there shall be substituted "... and that service shall be deemed to be made on the third Working Day after the registered letter has been posted" "Working Day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday;

8.7.2 any notice or document shall also be sufficiently served if sent by telex or facsimile transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before 4 pm on a Working Day but otherwise on the next following Working Day (as defined above);

and in this clause "party" includes the Guarantor

## **9. NO WARRANTY AS TO USE**

Nothing herein contained shall be deemed to constitute any warranty on the part of the Landlord that the Premises or any part thereof are authorised for the use herein mentioned whether under or by virtue of the Planning Acts or otherwise

## **10. NO RIGHT TO ENFORCE**

Nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any Lease or other instrument relating to any other hereditaments belonging to the Landlord or limit or affect the right of the Landlord in respect of any other Premises belonging to the Landlord to deal with the same now or at any time hereafter



in any manner which the Landlord may think fit nor shall anything herein contained confer on the Tenant any liberty privilege easement right or advantage whatsoever mentioned or referred to in Section 62 of the Law of Property Act 1925 save as expressly herein demised

**11. THIRD PARTIES CLAUSE**

This Lease does not create any right enforceable by any person not a party to it except that a person who is the permitted successor to or the assignee of a party is deemed to be a party to this Lease and the Contracts (Rights of Third Parties) Act 1999 is excluded

**IN WITNESS** whereof the parties hereto have signed this instrument as their Deed the day and year first before written

## **THE FIRST SCHEDULE**

### **Part 1**

#### **The Premises**

The Premises (briefly described in the Particulars) as the same as shown edged red on the plan annexed hereto including (without limitation):-

1. Roof foundations and main structure
2. The Service Conduits

### **Part 11**

#### **Rights Granted**

1. A right of way of at all times and by foot only over the land highlighted yellow on plan 2.
2. The right (in common with the Landlord and its lessees and tenants owners and occupiers for the time being of the adjoining and neighbouring Premises of the Landlord and all others now having or hereinafter to be granted the like rights):
  - 2.1 To the free and uninterrupted passage of soil waste water gas and electricity through the sewers drains pipes cables mains and other conduits now or hereafter passing in through or under such adjoining and neighbouring Premises. Next paragraph.
3. The rights on giving reasonable notice (accept in case of emergency) for the Tenants its servants and agents to enter on the adjoining and neighbouring Premises of the Landlord for the purposes of repairing and maintaining the Premises the person or persons exercising such right making good all damage thereby occasioned at their own expenses.

### **Part 111**

#### **(Exceptional and Reservations)**

There are excepted and reserved to the Landlord and its lessees and assigns and all other tenants owners and occupiers for the time being the adjoining and neighbouring Premises of the Landlord and all others now having or hereafter to be granted any such right or rights; the right to enter upon the Premises for all any of the purposes mentioned in this lease

1. Free and uninterrupted passage of and running a water soil gas and electricity from other land and buildings of the Landlord and its lessees and the signs and others in and through

the sewers drains wires pipes channels and water courses which now are made there before the expiration of 80 years from the date hereof be made in or over our under the Premises.

2. The full and free right and liberty at all reasonable times and upon reasonable notice and at all times with or without notice in case of emergency to enter upon the Premises for the purpose of connecting laying inspecting repairing cleansing maintaining amending altering replacing relaying or renewing any sewer drain main pipes wire cables water courses channel conduits or subways and to erect construct only in under over or across to the Premises any sewers drains mains pipes wires and cables poles structures fixtures or other works for the drainage of or for the supplier water gas electricity telephone heating and other services to any other land and buildings of the Landlord and to connect into the same the person exercising such right doing as little damage to the Premises thereby occasioned without unreasonable delay.
3. The right to light air passage and any other easements to which the Landlord may be or become entitled and respect of any property of the Landlord adjacent on near to the Premises.
4. Full and free right to erect build rebuild and/or alter as it may think fit at any time and from time to time any buildings or base of projections to buildings on any land at joining on neighbouring the Premises including the right to build into any existing boundary wall of the Premises or make use of any columns of the Premises but not so as to affect the interior service surface or surfaces thereof and making good any physical damage suffered by the Premises by the exercise of this right.
5. All other easements or rights in the nature of easements are quasi-easements now enjoyed by any adjoining or neighbouring property.

**THE SECOND SCHEDULE**  
**(The Rent Review)**

**1 Definitions**

For all purposes of this schedule the terms defined in this paragraph 1 have the meanings specified.

**1.1 'The Assumptions'**

'The Assumptions' means:

1.1.1 the assumption that no work has been carried out on the Premises during the Term by the Tenant, his subtenants, or their predecessors in title or any occupiers that has diminished the rental value of the Premises other than work carried out in compliance with clause 3.7;

1.1.2 the assumption that if the Premises have been destroyed or damaged they have been fully rebuilt or reinstated;

1.1.3 the assumption that the covenants contained in this Lease on the part of the Tenant have been fully performed and observed;

1.1.4 the assumption that the Premises are available to let by a willing Landlord to a willing tenant in the open market by one lease ('the Hypothetical Lease') without a premium being paid by either party and with vacant possession;

1.1.5 the assumption that the Premises have already been fitted out and equipped by and at the expense of the incoming tenant so that they are capable of being used by the incoming tenant from the beginning of the Hypothetical Lease for all purposes required by the incoming tenant that would be permitted under this Lease;

1.1.6 the assumption that the Hypothetical Lease contains the same terms as this Lease, except the amount of the Initial Rent and any rent-free period allowed to the Tenant for fitting out the Premises for his occupation and use at the commencement of the Term, but including the provisions for rent review on the Review Dates, and except as set out in paragraph 1.8;

1.1.7 the assumption that the term of the Hypothetical Lease is equal in length to the Contractual Term remaining unexpired at the relevant review date and that such term begins on the relevant review date, that the rent commences to be payable on that date and that the years during which the tenant covenants to decorate the Premises are at the same intervals after the beginning of the term of the Hypothetical Lease as those specified in this Lease.

1.1.8 the assumption that the Hypothetical Lease will be renewed at the expiry of its term under the provisions of the 1954 Act; and

1.1.9 the assumption that every prospective willing Landlord and willing tenant is able to recover VAT in full.

1.2 'The Disregards'

'The Disregards' means:

1.2.1 disregard of any effect on rent of the fact that the Tenant, his subtenants, or their predecessors in title or any lawful occupier have been in occupation of the Premises;

1.2.2 disregard of any goodwill attached to the Premises because the business of the Tenant, his subtenants, or their predecessors in title in their respective businesses is or was carried on there; and

1.2.3 disregard of any increase in rental value of the Premises attributable at the relevant review date to any improvement to the Premises carried out, with consent where required, otherwise than in pursuance of an obligation except an obligation contained in clause 3.7 to the Landlord or his predecessors in title either:

- (a) by the Tenant, his subtenants, or their predecessors in title or any lawful occupier during the Term or during any period of occupation before the Term; or
- (b) by any tenant or subtenant of the Premises or any lawful occupiers before the commencement of the Term, provided that the Landlord or his predecessors in title have not since the improvement was carried out had vacant possession of the relevant part of the Premises; and

1.2.4 disregard of the taxable status of the Landlord or the Tenant for the purpose of VAT.

1.3 'An expert'

References to 'an expert' are references to an independent valuer appointed by agreement between the Landlord and the Tenant or, in the absence of agreement within 14 days of one of them giving notice to the other of his nomination, nominated by the President on the application of either made not earlier than 6 months before the relevant review date or at any time thereafter to determine the rent under this schedule.

1.4 'The President'

'The President' means the President for the time being of the Royal Institution of Chartered Surveyors or any person authorised by him to make appointments on his behalf.

#### 1.5 'A review period'

References to 'a review period' are references to the period beginning on any review date and ending on the day before the next review date.

### 2 Ascertaining the Rent

#### 2.1 The Rent

Until the First Review Date the Rent is to be the Initial Rent and thereafter during each successive review period the Rent is to be a sum equal to the greater of the Rent payable under this Lease immediately before the relevant review date or, if payment of Rent has been suspended as provided for in this Lease, the Rent that would have been payable had there been no such suspension, or the revised Rent ascertained in accordance with this schedule.

#### 2.2 Agreement of the Rent

Six months before each review date, time not being of the essence of the contract, the Landlord and the Tenant may open negotiations with a view to reaching a written agreement as to the Rent for the following review period and the Rent for that period may be agreed at any time or, in the absence of agreement, is to be determined by an expert not earlier than the relevant review date.

#### 2.3 Open market rent

The sum to be determined by the expert must be the sum at which, acting as an expert and not as an arbitrator or quasi-arbitrator, he decides the Premises might reasonably be expected to be let in the open market at the relevant review date making the Assumptions but disregarding the Disregards.

#### 2.4 Conduct of the determination

##### 2.4.1 Fees and expenses

The fees and expenses of an expert and any VAT payable on them, including the cost of his appointment, are to be borne equally by the Landlord and the Tenant, who must otherwise each bear their own costs.

##### 2.4.2 Representations

An expert must afford each of the parties an opportunity to make written representations to him and also an opportunity to make written counter-representations on any representations made to him by the other party but is not to be in any way limited or fettered by such representations and counter-representations and is to be entitled to rely on his own judgment and opinion.

#### 2.4.3 Replacement of an expert

If an expert dies or refuses to act or becomes incapable of acting or if he fails to publish his determination within 3 months of the date on which he accepted the appointment, either party may apply to the President to discharge him and appoint another in his place.

#### 2.5 Memoranda of agreement

Whenever the Rent has been ascertained in accordance with this schedule, memoranda to that effect must be signed by or on behalf of the Landlord and the Tenant and annexed to this document and its counterpart. The Landlord and the Tenant must bear their own costs in this respect.

#### 2.6 Reimbursement of costs

If, on publication of an expert's determination, the Landlord or the Tenant pays all his fees and expenses, the paying party may, in default of payment within 21 days of a demand to that effect, recover half of them from the other party in the case of the Landlord as rent arrears or in the case of the Tenant by deduction from the Rent.

### 3 Payment of the Rent as ascertained

#### 3.1 Where the Rent is not ascertained by a review date

If the Rent payable during any review period has not been ascertained by the relevant review date, then rent is to continue to be payable at the rate previously payable, such payments being on account of the Rent for that review period.

#### 3.2 Where a review date is not a quarter day

If the Rent for any review period is ascertained on or before the relevant review date but that date is not a quarter day, then the Tenant must pay to the Landlord on that review date the difference between the Rent due for that quarter and the Rent already paid for it.

#### 3.3 Back-payment where review delayed

If the Rent payable during any review period has not been ascertained by the relevant review date, then the Tenant must pay to the Landlord, within 7 days of the date on which the Rent is agreed or the expert's determination is received by him, any shortfall between the Rent that would have been paid for that period had it been ascertained on or before the relevant review date and the payments made by the Tenant on account and any VAT payable thereon, and interest, at the base lending rate from time to time of the bank referred to in or nominated pursuant to clause 1.12, in respect of each instalment of rent due on or after that review date on the amount by which the instalment of the Rent that would have been paid had it been ascertained exceeds the amount paid

by the Tenant on account, the interest to be payable for the period from the date on which the instalment was due up to the date of payment of the shortfall.

#### 3.4 Refund of excess

If the rent paid by the Tenant on account of the Rent for any review period before the Rent is ascertained exceeds the rent payable for that period, the Landlord must repay to the Tenant the amount of the excess, but without interest, on the day on which the Tenant would have been due to pay a shortfall had there been one.

#### 3.5 Effect of counter-inflation provisions

If at any review date a statute prevents, restricts or modifies the Landlord's right either to review the Rent in accordance with this Lease or to recover any increase in the Rent, then the Landlord may, when the restriction or modification is removed, relaxed or varied—without prejudice to his rights, if any, to recover any rent the payment of which has only been deferred by statute—on giving not less than 1 month nor more than 3 months' notice to the Tenant at any time within 6 months of the restriction or modification being removed, relaxed or varied, time being of the essence, require the Tenant to proceed with any review of the Rent that has been prevented or to review the Rent further where the Landlord's right was restricted or modified. The date of expiry of the notice is to be treated as a review date—provided that nothing in this paragraph is to be construed as varying any subsequent review date. The Landlord may recover any increase in the Rent with effect from the earliest date permitted by law.

### **THE THIRD SCHEDULE**

#### **Matters to which the Premises are subject**

The matters contained or referred to in title number WYK622188.



EXECUTED as a DEED

by

RASHID [REDACTED]

RASHID [REDACTED]

GILL [REDACTED]

and

NAFISA [REDACTED]

Both in the presence of:-

GILL [REDACTED]

SIGNED as a DEED

by

BLIND [REDACTED]

in the presence of:-

[Handwritten signature] [REDACTED]

[Handwritten signature] [REDACTED]

**Beachwood Solicitors Ltd**

378 Dewsbury Road

Leeds LS11 7JX

Tel: [REDACTED]



# Official copy of register of title

Title number WYK622188

Edition date 31.05.2013

- This official copy shows the entries on the register of title on 02 JAN 2024 at 16:17:01.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 02 Jan 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

## A: Property Register

This register describes the land and estate comprised in the title.

WEST YORKSHIRE : LEEDS

- 1 (20.02.1998) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 23 Compton Road, Leeds (LS9 7BJ).
- 2 (20.02.1998) The mines and minerals together with ancillary powers of working are excepted.
- 3 (20.02.1998) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 29 June 1937 referred to in the Charges Register:-

TOGETHER with full and free right for the Purchaser or other the Owner or Owners from time to time of the property thereby conveyed and his and their tenants or agents to other persons authorised by him or them in common with the Vendors and all other persons who might therefrom have the like right or their tenants or agents or other persons authorised by them to pass and re-pass with or without horses or vehicles over and along the back road the middle of who formed the North West boundary of the property thereby conveyed

EXCEPT AND RESERVED unto the Vendors and their assigns the owner or owners for the time being of the adjoining or neighbouring property then or formerly belonging to the Vendors and their tenants and all persons authorised by them the right from time to time and at all times therefrom and for all purposes to pass and re-pass with or without horses or vehicles over and along so much of the said back road above mentioned as was included in that Conveyance

AND ALSO the right to use all sewers drains and water courses then or therefrom made or passing under or along so much of the said property as was coloured green and brown on the said plan endorsed thereon and to have telephonic communication in through over or under the same

AND ALSO the right to maintain a sewer under the said property in the position shewn by a dotted red line and marked "existing sewer" on the said plan provided always that in executing any works in pursuance of this reservation the Vendors should do as little damage as possible to the said property and on the completion of the said works should forthwith restore the surface of the said property to its former

Title number WYK622188

## A: Property Register continued

condition as nearly as might be.

*NOTE: Copy plan filed.*

- 4 (20.02.1998) A Conveyance of the land in this title dated 15 November 1939 made between (1) Herbert Webster and (2) Arthur Pullan contains the following provision:-

"It is hereby agreed and declared that the walls and fences separating the property hereby conveyed from the adjoining property on the North East and South West and the spouts fall pipes and drains used in common by the owners or occupiers of the said property and the owners or occupiers of the adjoining property on the North East and South West shall be mesne or party walls fences spouts fall pipes and drains and shall be used maintained and repaired accordingly."

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (20.02.1998) PROPRIETOR: RASHID [REDACTED] and NAFISA [REDACTED] of 23 Compton Road, Leeds.
- 2 (20.02.1998) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (20.02.1998) A Conveyance of the land in this title and other land dated 12 July 1983 made between (1) The Right Honourable Francis Thomas De Grey Earl Cowper (Earl Cowper) and (2) The Leeds Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (20.02.1998) A Conveyance of the land in this title and other land dated 29 June 1937 made between (1) The Leeds Corporation (Vendors) and (2) Herbert Webster (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 12 July 1893 referred to in the Charges Register:-

The Corporation do hereby covenant with the said Earl Cowper ..... that no dwellinghouse to be erected on the said plot of land hereby assured shall consist of less than two storeys exclusive of cellars or shall be less than 22 feet in height from the ground And also that no stable coach house or other out office shall be erected so as to front or open into Compton Road or Florence Street aforesaid AND IT IS HEREBY AGREED AND DECLARED that all buildings to abut on or on the gardens lawns or forecourts which shall front to the said Compton Road or Florence Street (as the case may be) shall front to the said road or street gardens or lawns respectively and shall be built with dressed bricks and the said buildings shall be set in a straight line towards the same road or street and shall be built according to elevations to be approved by the said Earl Cowper his heirs or assigns PROVIDED ALWAYS and it is hereby also agreed and declared that nothing herein contained shall render it obligatory on the part of the Corporation or other the Owner or Owners for the time being of the said plot of land or any part thereof to erect buildings fronting upon Florence Street aforesaid and the Corporation and such Owner or Owners as aforesaid and all persons

## Schedule of restrictive covenants continued

claiming or under them respectively shall be at liberty at all times if they shall think fit to erect such buildings with the gable ends to Florence Street aforesaid AND IT IS HEREBY FURTHER AGREED AND DECLARED that no noisy or offensive trade or manufacture shall at any time be carried on upon any part of the said plot of land hereby conveyed or in any building to be erected thereon and that no fever hospital or other building for the treatment of infectious diseases or any cowshed or piggery shall at any time be erected on the said plot of land or any part thereof or any refuse or offensive matter be placed thereon.

- 2 The following are details of the covenants contained in the Conveyance dated 29 June 1937 referred to in the Charges Register:-

SUBJECT NEVERTHELESS and to the intent that such parts of the said property and premises as were coloured green and brown respectively on the said plan endorsed thereon and shewn thereon as forming part of any street back street road yard projection whatsoever and be so used in common as aforesaid

COVENANT by the Purchaser with the Vendors .....

in manner following that was to say:-that he the Purchaser should not have or claim nor be deemed by virtue of the now abstracting Conveyance to acquire as against the Vendors or any Purchaser from them any right of light in respect of any buildings then or theretofore existing or thereafter to be erected upon any part of the said hereditaments over any adjoining property and any enjoyment of light by the Purchaser inconsistent with the rights of the Vendors thereunder should be deemed to be had by consent of the Vendors

And that the Vendors should be at liberty at any time thereafter to lay out form sewer drain kerb channel pave or asphalte any of the said streets back streets roads passages or footpaths which were coloured brown on the said plan endorsed thereon but the Purchaser should pave macadamise flag or asphalte the portion of his plot shewn upon the said plan as forming part of a forecourt and coloured green on the said plan in such manner as the City Engineer for the time being of the Vendors (thereinafter called "the City Engineer") should direct and should complete all such works to the satisfaction of the City Engineer within 3 months after receiving notice in writing from the City Engineer requiring him so to do and in default of compliance by the Purchaser with such request the Vendors shall themselves be at liberty to carry out the terms of the notice and the Purchaser should forthwith on demand repay to them such sums as she be certified by the City Engineer to be the cost of so doing

AND that the said hereditaments should be used for the purposes of the erection thereon of permanent buildings and for no other purpose whatsoever but without the license of the Vendors no buildings other than shops or combined houses and shops should be erected thereon

AND that the erection of buildings on the said property should be commenced not later than the 15th August 1937 and should be completed before the 15th August 1939 and that no buildings or works of any kind should be commenced until the plans elevations sections specifications and materials thereof should have first been submitted to and approved by the City Engineer and such buildings or works should be built and executed a substantial and workmanlike manner with the best materials of their various kinds and no additions alterations or variations of any kind whatsoever should be made in the said buildings or works without the approval first had and obtained of the City Engineer

And that he the Purchaser in the erection of buildings upon the said property would give notice to the City Engineer when the foundations of the said buildings should have been erected to a height of 18 inches and not more than 2 feet in order that the City Engineer or his agent might inspect the said foundations

And that no further progress should be made with the erection of the said buildings until the City Engineer should have certified in writing that the said foundations had been correctly built in accordance with the City Engineer's requirements

Title number WYK622188

## Schedule of restrictive covenants continued

And that no hoarding wall gable end of any building or fences of any kind upon or enclosing the said property should be used for the purpose of posting bills or as advertising stations nor should any attachment advertisements or signs of any kinds be attached to painted or placed upon any part of the said buildings including the windows thereof except notices approved by the City Engineer for the letting of any premises therefor erected upon the said property and that in case of any breach of that provision the Vendors should in addition to any other remedy they might possess have the right at any time without notice to the owner or occupier of the said hereditaments to enter thereon and to remove any bills advertisements or posters displayed in contravention of this covenant

PROVISO that nothing therein contained should prevent the Purchaser or his successors in title or his tenants for the time being of any shops to be erected on the said property and premises for exhibiting his or their names on the fascia of the said shops over the windows of the ground floor thereof in letters and manner to be approved by the City Engineer

ALSO that no building upon the said property should at any time be used for any purpose which might cause more noise smoke dirt disagreeable odours or noxious vapours that would be caused by the user of the same building as a private dwellinghouse nor for any purpose which might in the judgment of the Vendors be or become a nuisance or annoyance detrimental to the neighbourhood but nothing therein contained should prevent the user of the said property for the erection of combined shops and houses thereon and in case of one of the said shops to the premises being used as a Dairy and for the distribution of milk and dairy produce

*NOTE: Copy plan filed.*

**End of register**

**These are the notes referred to on the following official copy**

**The electronic official copy of the title plan follows this message.**

**Please note that this is the only official copy we will issue. We will not issue a paper official copy.**

**This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.**

**This official copy is issued on 03 January 2024 shows the state of this title plan on 03 January 2024 at 15:09:34. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).**

**This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.**

**This title is dealt with by the HM Land Registry, Nottingham Office .**

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H.M. LAND REGISTRY		TITLE NUMBER	
		<b>WYK 622188</b>	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST YORKSHIRE		SE 3234
	LEEDS DISTRICT		SECTION G
Scale: 1/1250			© Crown copyright 1969.



RAHID

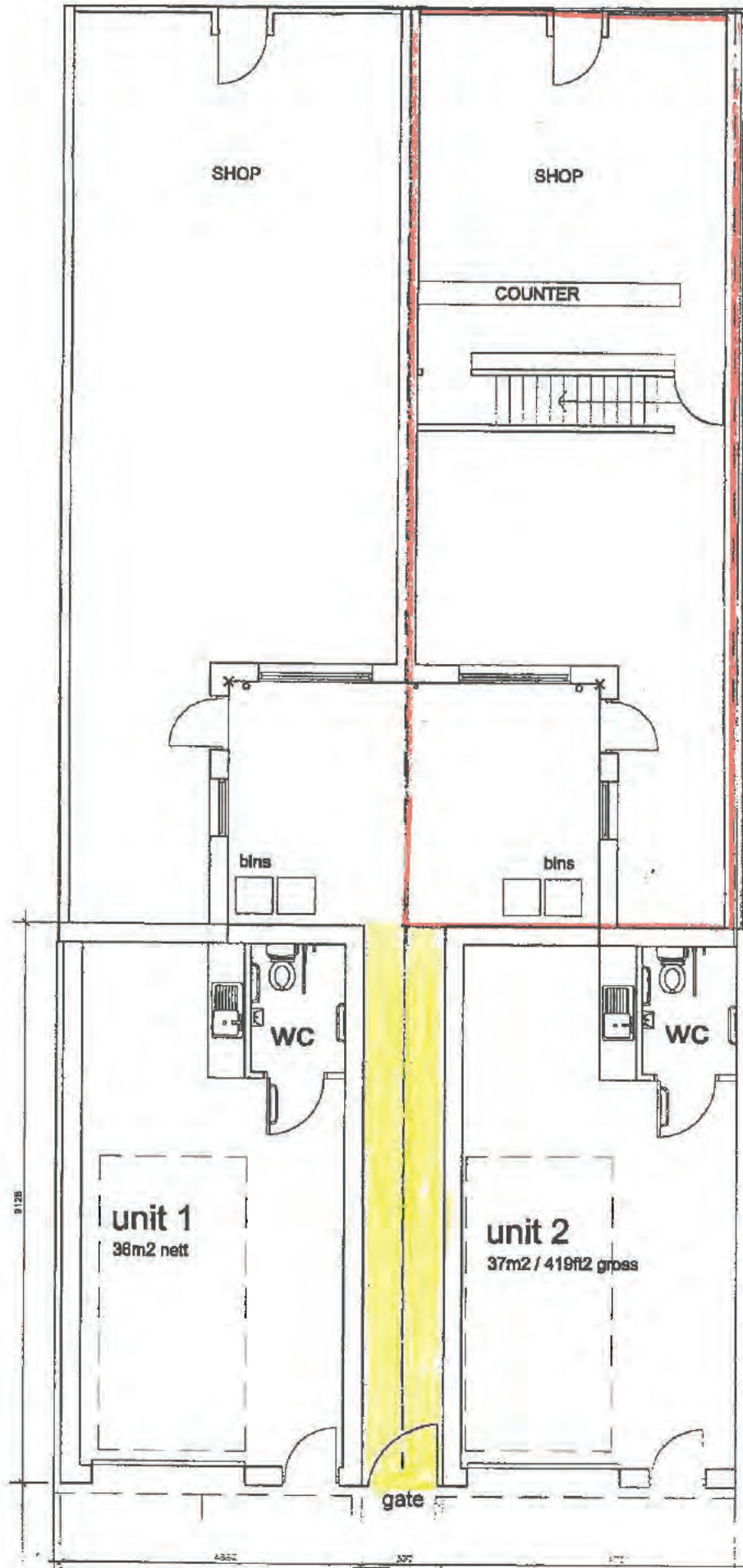
05/01/2024



PLAN 2

25

23



Handwritten initials or mark.

RASHID  
[Redacted]  
05/01/2024



THIS AGREEMENT is made the 5th day of January Two Thousand and Twenty-Four

BETWEEN

- (1) Karwan [REDACTED] of [REDACTED] (“the Seller”) and  
(2) Blind [REDACTED] of [REDACTED] (“the Buyer”)

## **1. Definitions and Interpretations**

1.1 In this Agreement the following words shall have the following meanings:

- 1.1.1 the Assets means the assets agreed to be sold by the Seller to the Buyer and listed in clause 2.1 of this Agreement
- 1.1.2 the Property means the freehold Property more particularly described in Schedule 1
- 1.1.3 the Lease means the lease of the Property to be granted by the Landlord to the Buyer.
- 1.1.4 the Business means the business of a convenience Store and off-licence carried on at the Property by the Seller and more particularly described in Schedule 2.
- 1.1.5 the Trade Fittings means the fixtures fittings furnishings utensils equipment and machinery used by the Seller in the Business and listed in the inventory contained in Schedule 3
- 1.1.6 the Stock means the stock-in-trade of the Business remaining undisposed of on the day before the Completion Date comprising the goods within the premises remaining undisposed.
- 1.1.7 the Price means the purchase price of [REDACTED]
- 1.1.8 the Name means “Mama Rose Food & Wine”
- 1.1.9 Completion means actual completion of this Agreement
- 1.1.10 the Standard Conditions means the Standard Conditions of Sale (4<sup>th</sup> Edition)
- 1.1.11 the Records means the turnover records, files, contracts, other documents relating to the Business and/or

the Assets and such other information (if any) relating to the Business and the Assets to enable the Buyer to continue to operate the Business in the manner previously operated by the Seller

1.1.12 the Excluded Assets and Trade Fittings

means the trade fittings, equipment and machinery used by the Seller in the Business and which are not included in the sale either because they are not owned by the Seller or are to be removed on Completion or left in situ on Completion and are listed in Part 2 of Schedule 3.

1.1.13 the Goodwill

means the goodwill of the Seller in relation to the Business including the exclusive right for the Buyer to carry on the Business under the Name and to represent itself as carrying on the Business in succession to the Seller.

1.2 The headings to the clauses of this Agreement are for guidance only and do not form part of this Agreement

1.3 In this Agreement the singular form of words shall include the plural the masculine shall include the feminine and all covenants and obligations imposed hereby upon more than one person or company shall be joint and several and where such covenants are imposed on a limited company they shall be deemed to be imposed on its directors

**2. Agreements and Conditionality**

2.1 The Seller will sell with full title guarantee and the Buyer will purchase the following assets:-

2.1.1 The Goodwill

2.1.2 The Trade Fittings and The Stock

2.1.3 Such rights in the Name as the Seller shall have in connection with the operation of the Business

2.1.4 All other property, rights and belongings to or used by the Seller in connection with the Business and situated at the Property as at the Completion Date

2.2 The Excluded Assets do not belong to the Seller.

2.3 Subject to the Seller surrendering his lease in respect of the Property, the Buyer shall accept a new Lease.

- 2.4 Completion of this Agreement is conditional upon the satisfaction of the Condition referred to in clause 2.3 above.
- 2.5 Condition 2.5 being solely for the benefit of the Buyer shall be capable of waiver by the Buyer only by written notice of waiver addressed to the Seller.

**3. Apportionment of the Price**

3.1 The consideration for the Assets (other than the Stock) shall be the Price which shall be apportioned as follows:-

3.1.1 for the Goodwill

[REDACTED]

3.1.2 for the Trade fittings and Stock

[REDACTED]

3.1.3 for the Seller's rights in the Name

[REDACTED]

3.1.4 for all the other property rights and assets detailed in clause 2.1.5

[REDACTED]

**4. Deposit and Payment**

K [REDACTED]  
B [REDACTED]

On the making of this Agreement, the Buyer shall pay a deposit of [REDACTED] to the Seller. The Seller will then pay [REDACTED] a month to the buyer, until the remaining [REDACTED] has been paid.

SELLER

K [REDACTED]  
B [REDACTED]

**5. Completion Requirements**

Completion of the sale and purchase of the Business and the Assets and the grant of the Lease shall take place on the Completion Date when:-

5.1 The Seller shall deliver or otherwise make available to the Buyer:

5.1.1 Management and control of the Business and Assets

5.1.2 The Trade Fittings together with a receipt therefore

5.1.3 The Lease executed by the Seller

5.1.4 The Stock together with a receipt therefor

5.1.7 The requisite written consent (if any) in respect of the transfer or assumption of liabilities (but only following the making of appropriate adjustments to the balance payable to the Seller ) in respect of any supplier contracts or services

in respect of the Business for the benefit of the Buyer but only where such consent is actually required.

5.2 The Seller shall vacate the Property

5.3 The Buyer shall deliver the executed counterpart of the Lease to the Seller

## **6. Book Debts**

Any book debts owing to the Seller are excluded from the sale and the Buyer shall ensure that all monies received by the Buyer on account of or in respect of book debts are promptly paid over by the Buyer to the Seller but this clause shall not impose any liability on the part of the Buyer to collect the book debts

## **7. Pre-Completion Position**

Up to Completion possession of the Assets shall be retained by the Seller and the Business shall be carried on by the Seller and the gross returns receipts and profits thereof will be received and retained for the Seller's benefit and all outgoings in respect of the Property and the Business shall be discharged by the Seller and the Property and all buildings thereon and all other tangible assets hereby agreed to be sold shall be at the Seller's risk as to destruction or damage by fire or otherwise. It is expressly agreed that the Buyer shall not assume liability for any debts, claims, liability or obligations incurred, made against or assumed by the Seller to or by any third party in respect of the Seller's operation of the Business prior to Completion

## **8. Post-Completion Position**

As from Completion possession of the Assets shall be taken by the Buyer and the Business shall be carried on and the gross returns receipts and profits thereof shall belong to the Buyer and all outgoings in respect of the Property and the Business incurred by the Buyer from Completion shall be discharged by the Buyer and all the tangible assets hereby agreed to be sold shall be at the Buyer's risk as to destruction or damage by fire or otherwise

## **9. Seller's Covenants**

The Seller hereby covenants with the Buyer as follows:-

9.1 Until Completion to carry on the Business to the best advantage and preserve the benefit of the existing goodwill and connection thereof

9.2 To pay discharge and satisfy all debts and liabilities in respect of the Assets and the Business at Completion and at all times thereafter to indemnify and keep indemnified the Buyer and his respective estate and effects from and against all proceedings costs charges claims losses and expenses whatsoever in respect thereof

## **10. Inspections Restrictions and Exclusions**

- 10.1 The Property and the Trade Fittings being available for inspection by the Buyer are sold in their existing state and condition of repair and the Buyer shall be deemed to purchase with full notice and knowledge thereof in all respects whether or not the Buyer has inspected the same. If the Buyer has inspected the Property and the Trade Fittings prior to the making of this Agreement the Buyer acknowledges that he has entered into this Agreement on the basis of such inspections
- 10.2 The Buyer hereby admits and declares that every opportunity has been given to him to enquire into and to verify the turnover, accounts and profitability of the Business and that he enters into this Agreement solely in reliance on and as a result of the knowledge gained from such inspection enquiries and verification whether or not he has made the same

**11. Records**

The Records shall be retained by the Seller but shall be made available (at the Buyer's expense) for inspection by the Buyer or his Accountants at all reasonable times on reasonable notice during a period of eighteen months from the Completion Date

**12. Whole Agreement**

This Agreement constitutes the whole agreement between the parties hereto and may only be varied or modified (whether by way of collateral contract or otherwise) in writing under the hands of the parties.

**13. Contracts (Rights of Third Parties) Act 1999**

Unless expressly provided for in this Agreement no term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act by any person who is not a party to it.

**14. Governing Law**

This Agreement shall be governed and constituted in accordance with English Law

IN WITNESS whereof the parties hereto have hereunto set their hands to this Agreement the day and year first hereinbefore written

## SCHEDULE ONE

(The Property)

The freehold property situated at 23 Compton Road, Harehills, LS9 7BJ and known as "Mama Rose Food & Wine".

SCHEDULE TWO

(The Business)

The business of a convenience store and off-licence carried on by the Seller under the Name of "Mama Rose Food & Wine "at the Property

SCHEDULE THREE

Part 1 - (The Trade Fittings)

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED]
8. [REDACTED]



SIGNED by the Seller  
in the presence of:

Karwan [REDACTED]

Witness Signature [REDACTED]

Name .. Alan ..

Address [REDACTED]

SIGNED by the Buyer  
in the presence of:

Blind [REDACTED]

Witness Signature [REDACTED]

Name .. Alan ..

Address [REDACTED]

SIGNED by the Seller  
in the presence of:

[Redacted Signature] .....  
Karwan [Redacted]

Witness Signature

[Redacted Signature]

Name .. Alan ..

Address [Redacted]

[Redacted]

SIGNED by the Buyer  
in the presence of:

[Redacted Signature] .....  
Blind [Redacted]

Witness Signature

[Redacted Signature]

Name .. Alan ..

Address [Redacted]

[Redacted]

## Mama Rose Food & Wine - Proposed Conditions

1. [REDACTED] will have nothing to do with the management or operation of the premises, nor will they work or be employed at the premises.
2. No alcohol or tobacco products will be purchased from unknown sources such as itinerant traders “cold callers” at premises. A notice shall be displayed close to the entrance to the premises (either on a shop window or door) which clearly indicates that alcohol and tobacco products will not be purchased from “cold callers” visiting the premises.
3. All alcohol and tobacco products will be purchased from the bona fida wholesaler. All such purchases will be accompanied with official invoices which will allow full traceability through the supply chain alongside any applicable AWRS scheme number for that supplier. Invoices will be retained on the premises for a minimum of six months and will be provided on request to a police officer authorised officer of Leeds City Council.
4. The premises licence holder and/or the designated premises supervisor will ensure that all staff are instructed and trained on the subject of illicit alcohol and tobacco products, including periodic refresher training. Records of the training will be made and kept up to date and checked on a regular basis by the premises licence holder and/or designated premises supervisor.
5. The PLH/DPS will ensure a weekly check on the CCTV to ensure that it is operating correctly and that images are held for a minimum of 31 days. This check will be recorded in a register and signed by the PLH/DPS or senior member of management staff. The register will be shown on request to an authorised officer of the Police or Licensing Authority.
6. All staff deployed in the serving of alcohol and for managing admission to age restricted premises shall be trained on the correct procedures for age verification, the prevention of proxy sales, the prevention of sales to those who appear intoxicated and for dealing with false and any surrendered identification documents.
7. There shall be a register for the recording of all alcohol sale refusals, including attempted under-age sales, proxy sales and refusals to those who appear intoxicated. Details to be recorded shall include the date, time, name if known, physical description of the person, the reasons, and staff involved and whether CCTV of the incident is available. Any identification document coming into the possession of a member of staff including security staff shall be recorded in the register, including the name of the person/name on the identification document. The register shall be available for immediate inspection by any authorised officer of the responsible authorities and shall be securely retained by the licence holder for a for a period of 12 months from the date of the last entry.
8. Challenge 25 Age Verification Signage will be displayed prominently at the premises.

**Elections and Regulatory Service**  
Entertainment Licensing  
Civic Hall  
Leeds LS1 1UR

Woods Whur  
St James House  
28 Park Place  
Leeds  
LS1 2SP

Contact: Miss Charlotte [REDACTED]  
Tel: [REDACTED]  
Email: [REDACTED]  
Our Ref: PREM/03080/009

11th January 2024

Dear Sirs

**Application to transfer a premises licence.**

**Premises: Mama Rose Food And Wine, 23 Compton Road, Burmantofts, Leeds, LS9 7BJ**  
**Incoming licence holder: Compton Store Leeds Limited**

We are in receipt of your application to transfer a premises licence and payment of £23.00.

If you have submitted this application to us by post or in person you must also send a copy to West Yorkshire Police.

Unless we receive any relevant representations your new licence will be despatched in 14 days. We recommend that you keep a copy of this letter on the premises if the licence you have submitted with this application is the only copy you have.

Please do not hesitate to contact us should you require any further assistance.

Yours faithfully

[REDACTED]  
Miss Charlotte [REDACTED]  
Licensing Officer  
Entertainment Licensing

**Elections and Regulatory Service**  
Entertainment Licensing  
Civic Hall  
Leeds LS1 1UR

Woods Whur  
St James House  
28 Park Place  
Leeds  
LS1 2SP

Contact: Miss Charlotte [REDACTED]  
Tel: [REDACTED]  
Email: [REDACTED]  
Our Ref: PREM/03080/010

11th January 2024

Dear Sirs

**Application to vary a premises licence to specify an individual as the Designated Premises Supervisor.**

**Premises: Mama Rose Food And Wine, 23 Compton Road, Burmantofts, Leeds, LS9 7BJ**  
**Incoming DPS: Hekmat [REDACTED]**

We are in receipt of your application to specify an individual as the Designated Premises Supervisor and payment of [REDACTED].

If you have submitted this application to us by post or in person you must also send a copy to West Yorkshire Police.

Unless we receive any relevant representations your new licence will be despatched in 14 days. Hekmat [REDACTED] can operate as designated premises supervisor at the premises immediately.

We recommend that you keep a copy of this letter on the premises if the licence you have submitted with this application is the only copy you have.

If the appointment of the new Designated Premises Supervisor for these premises has resulted in a change of address on their personal licence then they are, under the Licensing Act 2003, required to notify the issuing authority.

Please do not hesitate to contact us should you require any further assistance.

[REDACTED]  
Miss Charlotte [REDACTED]  
Licensing Officer  
Entertainment Licensing

summary form. The DPS' personal address should not be included in the summary form in order to protect their privacy.

- 4.63 To specify a DPS, the premises licence holder should normally submit an application to the licensing authority (which may include an application for immediate interim effect) with:
- a form of consent signed by the individual concerned to show that they consent to taking on this responsible role, and
  - the relevant part (Part A) of the licence.
- 4.64 If they are applying in writing, they must also notify the police of the application. If the application is made electronically via GOV.UK or the licensing authority's own electronic facility, the licensing authority must notify the police no later than the first working day after the application is given.
- 4.65 The premises licence holder must notify the existing DPS (if there is one) of the application on the same day as the application is given to the licensing authority. This requirement applies regardless of whether the application was given by means of an electronic facility, or by some other means.
- 4.66 The general guidance in Chapter 8 on electronic applications applies in respect of new applications.
- 4.67 Only one DPS may be specified in a single premises licence, but a DPS may supervise two or more premises as long as the DPS is able to ensure that the licensing objectives are properly promoted and that each premises complies with the 2003 Act and conditions on the premises licence. The DPS is not required to be present at all times when licensed premises are used for the sale of alcohol.
- 4.68 Where there are frequent changes of DPS, the premises licence holder may submit the form in advance specifying the date when the new individual will be in post and the change will take effect.

## **Police objections to new designated premises supervisors**

- 4.69 The police may object to the designation of a new DPS where, in exceptional circumstances, they believe that the appointment would undermine the crime prevention objective. The police can object where, for example, a DPS is first specified in relation to particular premises and the specification of that DPS in relation to the particular premises gives rise to exceptional concerns. For example, where a personal licence holder has been allowed by the courts to retain their licence despite convictions for selling alcohol to children (a relevant offence) and then transfers into premises known for underage drinking.
- 4.70 Where the police do object, the licensing authority must arrange for a hearing at which the issue can be considered and both parties can put forward their arguments. The 2003 Act provides that the applicant may apply for the individual to take up post as DPS immediately and, in such cases, the issue would be whether the individual should be removed from this post. The licensing authority considering the matter must restrict its consideration to the issue of crime and disorder and give comprehensive reasons for its decision. Either party would be entitled to appeal if their argument is rejected.
- 4.71 The portability of personal licences between premises is an important concept under the 2003 Act. It is expected that police objections would arise in only genuinely exceptional

circumstances. If a licensing authority believes that the police are routinely objecting to the designation of new premises supervisors on grounds which are not exceptional, they should raise the matter with the chief officer of police as a matter of urgency.

were constructed or altered in the way proposed in the schedule of works and if a premises licence was sought for those premises, it would consider it appropriate for the promotion of the licensing objectives to:

- attach conditions to the licence;
- rule out any of the licensable activities applied for;
- refuse to specify the person nominated as premises supervisor; or
- reject the application.

It will then issue the applicant with a provisional statement setting out the details of that decision together with its reasons.

8.95 The licensing authority must copy the provisional statement to each person who made relevant representations, and the chief officer of police for the area in which the premises is situated. The licensing authority should give full and comprehensive reasons for its decision. This is important in anticipation of an appeal by any aggrieved party.

8.96 When a person applies for a premises licence in respect of premises (or part of the premises or premises which are substantially the same) for which a provisional statement has been made, representations by responsible authorities and other persons will be excluded in certain circumstances. These are where:

- the application for a licence is in the same form as the licence described in the provisional statement;
- the work in the schedule of works has been satisfactorily completed;
- given the information provided in the application for a provisional statement, the responsible authority or other person could have made the same, or substantially the same, representations about the application then but failed to do so without reasonable excuse; and
- there has been no material change in the circumstances relating either to the premises or to the area in the proximity of those premises since the provisional statement was made.

8.97 Any decision of the licensing authority on an application for a provisional statement will not relieve an applicant of the need to apply for planning permission, building control approval of the building work, or in some cases both planning permission and building control.

8.98 A provisional statement may not be sought or given for a vessel, a vehicle or a moveable structure (see section 189 of the 2003 Act).

## **Transfers of premises licences**

8.99 The 2003 Act provides for any person who may apply for a premises licence, which includes a business, to apply for a premises licence to be transferred to them. Where the application is made in writing, the applicant must give notice of the application to the chief officer of police in all cases, and the Home Office (Immigration Enforcement) if the licence authorises the sale of alcohol or provision of late night refreshment. Where it is made electronically via GOV.UK or the licensing authority's electronic facility, the licensing authority must notify the police and the Home Office (Immigration Enforcement) no later than the first working day after the application is given. However, the responsibility to notify the DPS remains with the applicant. Otherwise the general



guidance on electronic applications set out in paragraphs 8.21 to 8.29 applies.

- 8.100 In the vast majority of cases, it is expected that a transfer will be a very simple administrative process. Section 43 of the 2003 Act provides a mechanism which allows the transfer to come into immediate interim effect as soon as the licensing authority receives it, until it is formally determined or withdrawn. This is to ensure that there should be no interruption to normal business at the premises. If the police or the Home Office (Immigration Enforcement) raise no objection about the application, the licensing authority must transfer the licence in accordance with the application, amend the licence accordingly and return it to the new holder.
- 8.101 In exceptional circumstances where the chief officer of police believes the transfer may undermine the crime prevention objective, the police may object to the transfer. The Home Office (Immigration Enforcement) may object if it considers that granting the transfer would be prejudicial to the prevention of illegal working in licensed premises. Such objections are expected to be rare and arise because the police or the Home Office (Immigration Enforcement) have evidence that the business or individuals seeking to hold the licence, or businesses or individuals linked to such persons, are involved in crime (or disorder) or employing illegal workers.
- 8.102 Such objections (and therefore such hearings) should only arise in truly exceptional circumstances. If the licensing authority believes that the police or the Home Office (Immigration Enforcement) are using this mechanism to vet transfer applicants routinely and to seek hearings as a fishing expedition to inquire into applicants' backgrounds, it is expected that it would raise the matter immediately with the chief officer of police or the Home Office (Immigration Enforcement).

## **Interim authorities**

- 8.103 The 2003 Act provides special arrangements for the continuation of permissions under a premises licence when the holder of a licence dies suddenly, becomes bankrupt, mentally incapable or ceases to be entitled to work in the UK. In the normal course of events, the licence would lapse in such circumstances. However, there may also be some time before, for example, the deceased person's estate can be dealt with or an administrative receiver appointed. This could have a damaging effect on those with interests in the premises, such as an owner, lessor or employees working at the premises in question; and could bring unnecessary disruption to customers' plans. The 2003 Act therefore provides for the licence to be capable of being reinstated in a discrete period of time in certain circumstances.
- 8.104 These circumstances arise only where a premises licence has lapsed owing to the death, incapacity or insolvency of the holder or where the holder ceases to be entitled to work in the UK. In such circumstances, an "interim authority" notice may be given to the licensing authority within 28 consecutive days beginning the day after the licence lapsed. Where applications are made in writing, the applicant must give notice of the application to the chief officer of police in all cases, and the Home Office (Immigration Enforcement) if the licence authorises the sale of alcohol or provision of late night refreshment. If an application is made electronically via GOV.UK or the licensing authority's electronic facility, the licensing authority must notify the police and the Home Office (Immigration Enforcement) no later than the first working day after the notice is

---

**From:** Blind [REDACTED]  
**Sent:** 12 January 2024 13:43  
**To:** Christopher [REDACTED]  
**Subject:** Fwd: Your Personal Licence Online Examinations order has been received!

----- Forwarded message -----

**From:** Personal Licence Online Examinations [REDACTED]  
**Date:** Fri, 12 Jan 2024 at 13:41  
**Subject:** Your Personal Licence Online Examinations order has been received!  
**To:** <[blind](mailto:blind@...)> [REDACTED]

## Thank you for placing an order with Personal Licence Online Examinations

Hi Blind,

Just to let you know — we've received your order [REDACTED], and it is now being processed:

**[Order [REDACTED]] (12th January 2024)**

Product	Quantity	Price
Level 2 Award for Personal Licence Holders (RQF)	1	[REDACTED]
<b>Subtotal:</b>		[REDACTED]
<b>Payment method:</b>		Debit/Credit Card

Total:

[REDACTED]

Learner Date of Birth (required): [REDACTED]

### Billing address

*Blind* [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Thanks for using [personalllicence.co.uk](http://personalllicence.co.uk)!

National Compliance Training LTD T/A Personal Licence Online Examinations —

[REDACTED] — TEL: [REDACTED]

**WITNESS STATEMENT**

*(CJ Act 1967. s. 9, MC Act 1980, s.s.5A (3a) and 5B MC Rules 1981, r70)*

---

Statement of: Darrell [REDACTED]

Age if under 18: Over 18  
*(over 18 insert "over 18")*

Occupation: Licensing and Security  
Compliance Consultant

---

This statement (consisting of 3 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.

Dated the 15 January 2024

Signature: D [REDACTED]

---

This report and has been produced in relation to an investigation pertaining to a review application against Mama Rose Food & Wine, 23 Compton Road, Leeds, LS9 7BJ.

**Qualifications and Experience**

1. I am an independent licensing consultant and a former Police Inspector, having completed 30 years' service with the Greater Manchester Police in a variety of uniform and non-uniformed roles.
2. The longest period of attachment to a department was between 1998 and 2006 when I performed the role of Force Licensing Inspector. This role involved the supervision of 12 divisional licensing officers, tasking and management of a covert licensing unit comprising a sergeant and six constables, developing force policy and enforcement in relation to all licensed units and employment and briefing of a licensing solicitor to act on behalf of the force in more complex licensing hearings.
3. During the period as the Force Licensing Inspector, I was responsible for the good conduct of outlets involved in selling alcohol but also those that provided gambling, betting and bingo facilities. I have represented Greater Manchester Police at Magistrates' Court hearings, Crown Court Appeals, The High Court and Council Licensing Committee hearings to oppose unsuitable applications and to take enforcement action against those premises whose standards had fallen below an acceptable level. I was responsible for the Force's response to support the Government led Alcohol Misuse Enforcement Campaigns (AMEC) which was highly acclaimed for reducing alcohol related crime and disorder.
4. Throughout my period in the central licensing role Assistant Chief Constable Robert [REDACTED], also from the Greater Manchester Police, was the Association of Chief Police Officers (ACPO) lead spokesman on Alcohol and Licensing matters. As a result of this connection, I became

Signature D [REDACTED]

secretariat to the ACPO National Licensing officers' group and National Licensing Forum (NLF). The latter group was comprised of trade organisations including the British Beer and Pub Association, Retail Trade Consortium, Business in Sport and Leisure, Magistrates Association, Justices Clerks Society, Local Government Association, Home Office, and Department for Culture, Media and Sport. During the period above, these groups scrutinised and made recommendations for amendments to the proposed Green and White papers, which were subsequently presented to the House of Commons as the Licensing Act 2003.

5. In 2006 on leaving the Central Licensing Unit I received a Chief Officer's Commendation, recognising the contribution I had made to licensing enforcement across Greater Manchester, particularly in relation to my leadership and commitment shown in developing force policy and training in response to the Licensing Act 2003.
6. Between 2006 and my retirement from the Greater Manchester Police in December 2010 I took up the role of Neighbourhood Inspector for the town of Heywood on the Rochdale division. I continued to work with the licensed trade in that area to improve safety in and around licensed premises and reduce crime and disorder. I was chairperson of the Heywood Pub Watch and closed several premises in the town that failed in their licensing objectives using my powers under the Licensing Act 2003 and subsequent amendments.
7. In recent years I have continued my professional development regarding licensing knowledge by taking and passing the National Licensees Certificate and National Door Supervisors courses. This enabled me both to successfully apply for a Personal Licence and to become approved by the Security Industry Authority (SIA) as a front line operative. In September 2011 I successfully applied to become a nominated tutor with the British Institute of Inn keeping enabling me to carry out training in the award for responsible alcohol retailing and the award for personal licence holders which are National Vocational Qualifications. Annually and lately in February 2023 I attended a Licensing Seminar to update solicitors, council officers and practitioners on licensing changes.
8. Since January 2011 I have worked in a consultancy role with licensed premises in Basingstoke, Bedford, Birmingham, Blackpool, Brighton, Bristol, Bromsgrove, Canterbury, Cardiff, Chester, Derby, Guildford, Harrogate, Huddersfield, Lancaster, Leeds, Lincoln, London, Manchester, Mildenhall, Newcastle, Nottingham, Preston, Sheffield, Skipton, St. Helens, Stratford, Trafford, Watford, Worcester and York, producing strategies aimed at reducing crime and disorder in and around venues. In addition to conducting investigations on behalf of operators I have also been engaged by Camden LBC and residents in Cardiff, Chester, Newcastle and York to conduct observations and reports on licensed venues. I would estimate that since January 2011 I have visited more than 2,000 premises licensed under the Licensing Act 2003. In all these cases I believe that I have been able to make a positive impact on the licensing objectives. Only one venue has subsequently suffered a second review application following my guidance. This venue continues to operate following further interventions being made.
9. I am experienced in the production of independent written reports and giving evidence before Licensing Sub-Committees and Magistrates' Courts. It is important to stress that in carrying out this work, I act independently, record what I see and express my own opinions. I am aware that my primary role and duty is to assist the Licensing sub-committee in reaching its decision.

Signature D 

## Report

10. I attended at Mama Rosa Food and Wine on the 15th January 2024 to conduct staff training. Two people attended. Blind [REDACTED] and Hekmat [REDACTED]. I was told that Mr [REDACTED] had booked on his personal licence course and that Mr [REDACTED] held his personal licence.
11. Training was given on the BII Award for Responsible Alcohol Retailing, Vulnerability (see attached recommendation), Conflict management, Illicit Goods. Crime Scene Management and Counter Terrorism training.
12. Specific attention was given to the Under Age Sales, selling to drunks and illicit goods training, due to the local issues in respect of these.
13. Whilst at the store I viewed the CCTV system (8 cameras) which covered the whole shop, front and rear entrances, and till area. Recording were available above the 31 days required on the licence and the time and date display was correct.
14. The current Premises Licence and authorisation for the holding of the premises licence was displayed along with the premises licence DPS variation acknowledgement. Other signage displayed related to Challenge 25, No cold callers selling alcohol or tobacco, and no sale of alcohol or tobacco to under 18's ( see photographs 1-6 taken at the time of the visit).
15. I also viewed the refusals/ incident log which recorded 3 incidents when requests for alcohol (x2) and tobacco (x1) had been refused.
16. In addition to the current notices, I would recommend:  
Signs be displayed advertising:  
-The Ask Angela scheme.  
- Illegal to sell alcohol to someone who appears drunk.

Darrell [REDACTED]  
Licensing and Security Consultant

Signature D [REDACTED]

UR  
Charlotte Deighton  
35029  
entertainment.licensing@leeds.gov.uk  
M/03080/010  
2024

as the Designated  
Burmantofts, Leeds, LS9 7BJ

Designated Premises

must also send a copy to

be despatched in 14 days.  
at the premises

the licence you have

premises has resulted  
Licensing Act 2003.

ance.

### Premises Licence

Part B  
Schedule 12 Licensing Act 2003

Premises licence number: PREM/03080/005  
Initial licence from: 3rd November 2011  
Current version effective from: 15th February 2022

**Premises Address** **Mama Rose Food And Wine, 23 Compton Road, Burmantofts, Leeds, LS9 7BJ**

**Licensable activities authorised by this licence**  
Sale by retail of alcohol,  
**Times the licence authorises the carrying out of licensable activities**  
Sale by retail of alcohol  
Monday to Saturday  
Sunday

**Opening hours of the premises**  
06:30 - 21:00  
08:00 - 21:00  
Monday to Saturday  
Sunday

**Alcohol consumption:** Alcohol is sold for consumption off the premises 06:30 - 21:00  
08:00 - 21:00

**Premises licence holder(s):** Narmin Ahmed, 44 Abbott View, Leeds, LS12 2JN

**Designated premises supervisor:** Mr Vipool Patel

**Access by children:** Access to the premises by children is unrestricted.

Licence issued under the authority of Leeds City Council

*B. Massey*

Mrs Bridget Massey  
Licensing Officer  
Entertainment Licensing  
Elections, Licensing and Registration

Licence produced on 14/03/2022 by N



**NOMINATION NOTICE**

**SS7 LICENSING ACT 2003**

We, Compton Store Leeds Limited, being the Premises Licence Holder in respect of Mama Rose Food & Wines, 23 Compton Road, Burmantofts, Leeds, LS9 7BJ, have nominated

Hekmat [REDACTED] Designated Premises Supervisor

as shown on the summary of the licence to keep the Premises Licence at these premises under their custody and control for the purpose of Section 57 (2) of the Licensing Act 2003.

In the absence of the DPS, the Duty Manager will be able to produce the full licence upon the request of an authorised person.

The summary (Part B) of the premises licence is displayed in a prominent position, as required, and the full copy of the licence (Part A) can be produced by one of the persons specified above.

Signed

Dated

12/01/2024

Woods Whur  
St James House  
28 Park Place  
Leeds  
LS1 2SP

Dear Sirs

**Application to vary a p  
Premises Supervisor.  
Premises: Mama Rose  
Incoming DPS: Hekma**

We are in receipt of yo  
Supervisor and payme

If you have submitted  
West Yorkshire Polic

Unless we receive an  
Hekmat [REDACTED]  
immediately.

We recommend that  
submitted with this a

If the appointment  
in a change of add  
required to notify th

Please do not hes

Yours faithfully

Miss Charlotte D  
Licensing Office  
Entertainment L

[www.leeds.gov.uk](http://www.leeds.gov.uk)



ICATION NOTICE

ENSING ACT 2003

the Premises Licence Holder in respect of Mama Rose  
s, Leeds, LS9 7BJ, have nominated

the Premises Licence at these premises under their  
(2) of the Licensing Act 2003.

will be able to produce the full licence upon the

played in a prominent position, as required, and  
by one of the persons specified above.



Elections and Regulatory Service  
Entertainment Licensing  
Civic Hall  
Leeds LS1 1UR

Contact: Miss Charlotte [redacted]  
Tel: [redacted]  
Email: [redacted]  
Our Ref: PREM/03080/010

11th January 2024

Dear Sirs

Application to vary a premises licence to specify an individual as the Designated  
Premises Supervisor.  
Premises: Mama Rose Food And Wine, 23 Compton Road, Burmantofts, Leeds, LS9 7BJ  
Incoming DPS: Hekmat [redacted]

We are in receipt of your application to specify an individual as the Designated Premises  
Supervisor and payment of [redacted]

If you have submitted this application to us by post or in person you must also send a copy to  
West Yorkshire Police.

Unless we receive any relevant representations your new licence will be despatched in 14 days.  
Hekmat [redacted] can operate as designated premises supervisor at the premises  
immediately.

We recommend that you keep a copy of this letter on the premises if the licence you have  
submitted with this application is the only copy you have.

If the appointment of the new Designated Premises Supervisor for these premises has resulted  
in a change of address on their personal licence then they are, under the Licensing Act 2003,  
required to notify the issuing authority.

Please do not hesitate to contact us should you require any further assistance.

Yours faithfully

[redacted signature]

Miss Charlotte [redacted]  
Licensing Officer  
Entertainment Licensing

www.leeds.gov.uk

General Enquiries: 0113 222 44 44

Premises Licence

Part B  
Schedule 12 Licensing Act 2003

Premises Address Mama  
Leeds

Licensable activities authorised

Sale by retail of alcohol,

Times the licence authorises the

Sale by retail of alcohol

Monday to Saturday

Sunday

Opening hours of the premises

Alcohol consumption:

Premises licence holder(s):

Designated premises supervisor

Access by children:

Licence issued under the authority

[redacted]

Mrs Bridget [redacted]

Licensing Officer

Entertainment Licensing

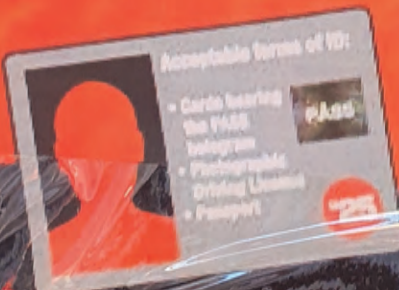
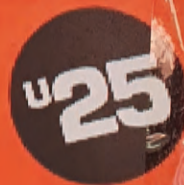
Elections, Licensing and Regis

Licence produced on



# UNDER 25?

Please be  
prepared to show  
proof of age  
when buying age  
restricted products



PASG



alcohol and tobacco products will not be purchased from "cold callers" visiting the premises.

IN THE MATTER OF A LICENSING ACT 2003 REVIEW

BETWEEN:

WEST YORKSHIRE POLICE

and

COMPTON STORE LEEDS LIMITED

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WITNESS STATEMENT OF BLIND [REDACTED]

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## Introduction

1. I am Blind [REDACTED], the sole director of Compton Store Leeds Limited, the premises licence holder of Mama Rose Food & Wine, 23 Compton Road, Burmantofts, Leeds, LS9 7BJ.
2. I have operated Mama Rose Food & Wine, 23 Compton Road, Burmantofts, Leeds, LS9 7BJ, when the premises licence was transferred to my company on 11 January 2024.
3. I attended licensing training with Darrell [REDACTED] on 15 January 2024 and have been on my personal licence course. I did the personal licence course on 19 January 2024 and am currently awaiting my certificate. When I have this, which I hope will be very soon, I will immediately apply for my personal licence.
4. I can confirm that I had an enforcement visit on 24 January 2024. It was a full visit from I believe the Police, Licensing Enforcement and Trading Standards around 10:50 hours to 01:30 hours. The officers checked all alcohol and cigarette invoices. CCTV was checked and there were two sniffer dogs that went through the premises. All my documentation was checked including the refusals log, the new training manual, as well as, the CCTV weekly check log.
5. As far as I am aware there were no issues whatsoever with the visit and this is how I intend to operate moving forward.

## **Statement of truth**

The contents of this statement are true to the best of my knowledge and belief.

Name: Blind [REDACTED]

Signed: [REDACTED]

Dated: 5 February 2024



**Highfield**  
Qualifications

**Highfield Qualifications**

Certifies that

*Blind* [Redacted]

has successfully passed an assessment in  
Highfield Level 2 Award for Personal Licence  
Holders (RQF)

Qualification number [Redacted]

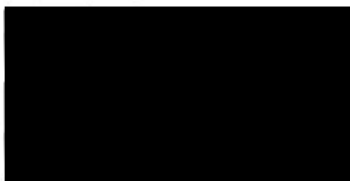
Date of award 29 January 2024

Certificate number [Redacted]



Course Director

JU Training  
Training Organisation



Jason [Redacted] - Chief Executive  
Highfield Qualifications



**ofqual**  
REGULATED  
register.ofqual.gov.uk

