

**From:**Daniel Fallas  
**Sent:**24 Jul 2024 17:57:05 +0100  
**To:**Entertainment Licensing  
**Subject:**Re: PREM/05015/004 | Greens Leeds Limited, 841 York Road, LS14 6AA | Hearing Enquiries  
**Attachments:**supplemental information.pdf

Hello,

I have attached a PDF to submit additional information to support the application.

Kind Regards,

Daniel Fallas  
- Greens Leeds Limited



On 24 Jul 2024, at 16:56, Entertainment Licensing <Entertainment.Licen@leeds.gov.uk> wrote:

□

Good Afternoon Daniel,

You can send additional information/evidence to support your application directly to us here. We would request you send it at least 10 working days before the hearing so that it can be circulated amongst all parties in reasonable time, however we can accept late items the day before the hearing takes place.

Kind Regards,

Martyn Musson | Licensing Officer

Entertainment Licensing | Leeds City Council

T: 0113 378 5029

**From:**Daniel Fallas

**Sent:**29 Jul 2024 17:12:52 +0100

**To:**Entertainment Licensing

**Subject:**Re: PREM/05015/004 Greens FW:

**Attachments:**Sound Test Cert - Greens Leeds 22.05.2024.pdf, Sound Test Certificate - Greens NR15 08.07.2024.docx, AWM (B&M) - Greens Leeds LTD.pdf, Policy Schedule 24.06.2024.pdf

Please see attached for additional information to support the application.

I have included sound check for internal, external and the above flat. Along with contract for waste control and our insurance.

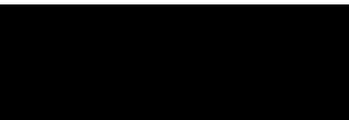
Although these documents might not be needed, I believe they support our application in good light, we are trying to do the correct things the correct way to protect both ourselves and members of the public.

We are aware of the complains previously raised in concern of rubbish to the rear of our property, this has all been cleared away both from our rear yard and the through road.

I've attached an image of this, however this is an older image and has changed again since this image, looks more presentable with privacy fencing.

Kind Regards,

Daniel Fallas  
- Greens Leeds Limited



On 29 Jul 2024, at 16:15, Entertainment Licensing <Entertainment.Licen@leeds.gov.uk> wrote:

Hi Daniel,

Planning is a separate function to Licensing and as such, planning permission is not relevant when determining an application under the Licensing Act. This representation was accepted as relevant due to the concerns regarding public nuisance and crime and disorder

At the hearing you will have the opportunity to address the comments, and the Licensing Sub Committee will apply the necessary weight when making their decision.

Kind regards,

Lucy Fiddes | Licensing Officer  
Entertainment Licensing | Leeds City Council  
T: 0113 378 5029  
E: entertainment.licensing@leeds.gov.uk  
W: Alcohol and entertainment (leeds.gov.uk)

To make a payment for a Premises Licence online visit: Premises Licence Annual Fee Payment |  
To apply for a Temporary Event Notice visit: Temporary event notices (leeds.gov.uk) | To apply,  
vary or make changes to a Premises Licence visit: Premises licence (Leeds City Council)

-----Original Message-----

From: Daniel Fallas [REDACTED]  
Sent: Monday, July 29, 2024 3:48 PM  
To: Entertainment Licensing <Entertainment.Licen@leeds.gov.uk>  
Subject: Re: PREM/05015/004 Greens FW:

Hi Lucy,

I've read the objection, there's a lot of information which is incorrect on what the third party has stated.

I'm unsure if they are aware of the current planning M-S 0900-2300, not what they have specified, I'm aware you cannot comment on this, but should the statement not be accurate to be used?

Kind Regards,

Daniel Fallas  
- Greens Leeds Limited

[REDACTED]

On 29 Jul 2024, at 14:26, Entertainment Licensing <Entertainment.Licen@leeds.gov.uk> wrote:

☐ Hi Daniel,

Thank you for confirming.

Please see the attached outstanding objection.

Kind regards,

Lucy Fiddes | Licensing Officer  
Entertainment Licensing | Leeds City Council  
T: 0113 378 5029  
E: entertainment.licensing@leeds.gov.uk  
W: Alcohol and entertainment (leeds.gov.uk)

To make a payment for a Premises Licence online visit: Premises Licence Annual Fee Payment | To apply for a Temporary Event Notice visit: Temporary event notices (leeds.gov.uk) | To apply, vary or make changes to a Premises Licence visit: Premises licence (Leeds City Council)

-----Original Message-----

From: Daniel Fallas [REDACTED]  
Sent: Friday, July 26, 2024 4:38 PM  
To: Entertainment Licensing <Entertainment.Licen@leeds.gov.uk>  
Subject: Re:

Hi Lucy,

I will be attending the meeting, however I cannot fill the form out on mobile.

Do I get a copy of the complains/objection's?

Kind Regards,

Daniel Fallas  
- Greens Leeds Limited

[REDACTED]

On 26 Jul 2024, at 16:09, entertainment.licensing@leeds.gov.uk wrote:

I write to confirm that the above application is scheduled for hearing before the Licensing Sub Committee on 13 August 2024 at 10:00 am.

If you would like to attend please arrive at the Civic Hall, Leeds, LS1 1UR, at 9:50am and report to the reception (entrance on Portland Crescent), from where you will be directed to the appropriate meeting room.

If you are attending the meeting and you have a Personal Emergency Evacuation Plan that we need to take into account and/or any specific access requirements (such as access needs, the requirement for interpretation/translation, the requirement for a Hearing Loop System, etc.) please inform Entertainment Licensing as soon as possible, using the contact details at the end of this email, and we will endeavour to make the necessary arrangements.

A copy of the agenda, including the report for the above application, can be viewed on Leeds City Councils website 5 working days before the hearing. The following link will take you to the agenda: <http://tinyurl.com/leedshearings>

Please find attached:

Notice of Hearing

Information to Parties to Accompany Notice of Hearing Parties Notice of Intention

Please ensure that the Parties Notice of Intention and any additional evidence is returned to us at least 5 clear working days prior to the date of hearing.

If you are to attend the hearing please check the agenda 5 days in advance where you will see the attendance details of the committee members. Should you know any of the members then please contact us in advance so that appropriate measures may be put in place to ensure that there are no conflicts of interest.

It would be appreciated if wherever possible all correspondence could be returned via email to [entertainment.licensing@leeds.gov.uk](mailto:entertainment.licensing@leeds.gov.uk).

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

Yours faithfully

Lucy Fiddes

Licensing Officer

Telephone: 0113 378 5029

Email: [entertainment.licensing@leeds.gov.uk](mailto:entertainment.licensing@leeds.gov.uk)

Entertainment Licensing

<ufm14\_Notice\_of\_Hearing\_-\_App\_Email.pdf>

<Information to Accompany the Notice of Hearing.pdf> <Blank Notice of Intention.rtf>

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Legal notice: Leeds City Council contracts on the basis of a formal letter, contract or order form. An e-mail from Leeds City Council will not create a contract unless it clearly and expressly states otherwise. For further information please refer to: <https://www.leeds.gov.uk/councillors-and-democracy/council-constitution>

<Greens Objection.pdf>

## Supplementary Information for Greens

### Meeting Summary with Local Councillor and Residents

Following our recent meeting with the local councillor and residents, I would like to provide the following supplementary information to address their concerns and outline our commitments:

1. **Reputational Recovery:** It is acknowledged that the reputational damage from the previous Bar 841 will require time to address. We are committed to rebuilding trust within the community.
2. **Lease and Residence:** Greens has secured a 5-year lease from the property owners. My sister, a pharmacist based in Crossgates, will be residing in the flat above the bar.
3. **Opening Hours:** Although Licensing suggested an opening hour of 8:00 am, Greens will operate from Thursday to Sunday, opening approximately from 11:00 am or 12:00 pm to 11:00 pm. Private events may occur within the licensed hours, though these will not typically start early and will be infrequent. The hours chosen are for business flexibility and do not necessarily reflect our regular operating hours.
4. **Facilities:** The bar will not have direct heating facilities. We will offer snacks and provide outside catering for private events, which will be organised by the private hire client.
5. **Cleanliness and Safety:** We are committed to maintaining cleanliness, particularly in the back area, and will not tolerate drug activity.
6. **Future Plans:** There are plans to add decking in the front area at a later stage.

### Additional Actions Taken:

Concerns regarding the state of the back through road, including tyres left behind and restaurant waste, were addressed and discussed in detail with Wendy and Joseph, who live behind our venue. We have established a new relationship with them, and while trust is still being built and earned over time, they welcomed me into their home for a chat and a drink. My family and I have since cleaned up the area, and the residents are impressed with our efforts. I have attached a photo of the rear to show our efforts.





# PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

This is a packaged policy made up of insurances underwritten by Accelerant Insurance Europe SA and ARAG plc and the customer is unable to purchase either insurance separately. Therefore, the premium detailed below is the total premium for the package of insurances.

<b>POLICY REFERENCE</b>	[REDACTED]
<b>INCEPTION DATE</b>	24 June 2024 to 23 June 2025
<b>BUSINESS NAME</b>	Greens Leeds Limited t/a Greens
<b>BUSINESS ADDRESS</b>	841 York Road Leeds LS14 6AA

## PREMIUM

	with Accelerant Insurance Europe SA	<b>£632.50</b>
	<b>Insurance Premium Tax</b>	<b>£75.90</b>
In respect of Legal Expenses, administered by ARAG plc & underwritten by SCOR UK Company Ltd	<b>£40.00</b>	
	<b>Insurance Premium Tax</b>	<b>£4.80</b>
	<b>Policy Fee</b>	<b>£70.00</b>
	<b>Total Premium</b>	<b>£823.20</b>



# PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

## SCHEDULE OF INSURANCE

Please read in conjunction with your 'Statement of Facts/Proposal & Key Facts'

POLICY REFERENCE	[REDACTED]
INSURER	Accelerant Insurance Europe SA
INCEPTION DATE	24 June 2024
EXPIRY DATE	23 June 2025
BUSINESS NAME	Greens Leeds Limited t/a Greens
BUSINESS	Wine Bar
BUSINESS ADDRESS	841 York Road Leeds LS14 6AA
PREMIUM	£708.40, including £75.90 Insurance Premium Tax

## SUMS INSURED AND LIMITS OF LIABILITY

BUILDINGS (including subsidence, landlords fixtures and fittings)	£ 0
SIGNS	£ 2,500
PLAYING SURFACES, ARTIFICIAL SURFACES AND FLOODLIGHTS	£ 0
LOSS OF RENT PAYABLE	£ 0
DOMESTIC CONTENTS (excludes jewellery & antiques) - maximum limit £1,500 per single item	£ 0
TENANT'S IMPROVEMENTS	£ 5,000
CONTENTS INCLUDING TRADE FIXTURES & FITTINGS, MACHINERY, PLANT (including Property Held in Trust)	£ 5,000
ELECTRONIC EQUIPMENT & COMPUTERS (including EPOS systems and computerised tills)	£ 2,500
PROPERTY IN THE OPEN	£ 2,500
STOCK AND MATERIALS IN TRADE, THE PROPERTY OF THE INSURED OR IN COMMISSION FOR WHICH THE INSURED IS HELD LEGALLY RESPONSIBLE	£ 1,000
WINES & SPIRITS	£ 3,000
TOBACCO	£ 0
DETERIORATION OF STOCK	£ 2,000
GOODS IN TRANSIT	£ 2,000
GLASS	UNLIMITED
BOOK DEBTS (Outstanding Debit Balances)	£ 10,000
EQUIPMENT BREAKDOWN	INCLUDED
BUSINESS INTERRUPTION (24 months Indemnity Period) - GROSS PROFIT	£ 500,000
BUSINESS INTERRUPTION FROM BREAKDOWN	INCLUDED
EMPLOYEE DISHONESTY	£ 10,000
EMPLOYERS LIABILITY	£ 10,000,000
PUBLIC LIABILITY	£ 5,000,000
PRODUCTS LIABILITY	£ 5,000,000
PERSONAL ACCIDENT	£ 5,000
LOSS OF LICENCE	£ 100,000
MONEY:	
(i) DURING WORKING HOURS AND IN TRANSIT	£ 5,000
(ii) IN LOCKED SAFE OUTSIDE WORKING HOURS	£ 2,000
(iii) NOT IN SAFE OUTSIDE WORKING HOURS OR IN PRIVATE RESIDENCE	£ 500
MONEY IN GAMING MACHINES (0 Machines)	£ 0
PERSONAL ACCIDENT from ASSAULT	£ 25,000 / £100 per week
PERILS OPERATIVE, INCLUDING ACCIDENTAL DAMAGE	ALL



# PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

## EXCESS APPLICABLE

EXCESS (the first amount you pay) applicable to Section 1 - Material Damage, Section 3 - Equipment Breakdown, Section 5 - Public Liability for Third Party Property Damage, Sub-Section B - Employee Dishonesty of Section 6 - Management Protector	£ 500
ESCAPE OF WATER EXCESS	£ 1,000
SUBSIDENCE EXCESS	£ 1,000

## ADDITIONAL TERMS & CONDITIONS

### ACC025: BONA FIDE SUB CONTRACTORS CONDITION

It is a condition precedent to the liability of Underwriters hereon that the **Insured** shall require all sub contractors not defined as an **Employee** under this Insurance and engaged by the **Insured** to have Employers' Public and Pollution Liability Insurance in full force and effect throughout the currency of this Certificate in respect of their liability for Injury or loss of or damage to property consequent upon all activities carried out on behalf of the **Insured** and that such insurance:

- has a limit of indemnity of not less than £10,000,000 any one occurrence or series of occurrences arising out of one original cause in respect of Employer's Liability.
- has a limit of indemnity of not less than £5,000,000 any one occurrence or series of occurrences arising out of one original cause for Public Liability but in the aggregate for Pollution.
- Extends to indemnify the **Insured** as Principal and the **Insured** shall implement a system to check that such insurance is in force.

### ACC149: SPILLAGE POLICY CONDITION

It is a condition precedent to insurers liability under **Section 4 - Employers' Liability** and **Section 5 - Public and Products Liability** that there is a written Spillage Policy in place which ensures the efficient management of slips and trips. This includes the immediate identification and clearing up of any spillages &/or broken glass with warning signs appropriately displayed to highlight any wet or contaminated floor surfaces.

### ACC153: PUBLIC & PRODUCTS LIABILITY EXCESS OF £1,000

Any claims arising from or in connection with **Section 5 – Public & Products Liability** have an increased **Excess** of £1,000.

### ACC303: TUMBLE DRYER CONDITION

It is a condition precedent to the Insurer's liability under **Section 1 - Material Damage** that with regards to Tumble Dryers the Insured ensures the following procedures are adhered to:

- all oily and/or greasy fabric materials intended for tumble drying must first been suitably washed using an appropriate degreasing agent,
- dryers are not to be left unattended whilst in operation,
- dryers are to be cleaned of waste materials such as lint after each cycle or in accordance with the manufacturers' recommendations. The waste materials must be removed and suitably disposed of and not be allowed to accumulate around the machines or laundry.
- all fabric materials after drying are to be then cooled by either of the following methods:
  - the drying machine cooling cycle
  - by the items being removed and separated to cool naturally on a non-combustible surface and to be aired for a minimum of 60 minutes before being folded
- dryers are to not be used immediately prior to the daily closure of business. The dryer should be completely unloaded and allowed to cool for at least 60 minutes prior to daily closure.

### ACC344: RESTRICTED PERILS CONDITION (FLEA)

It is hereby noted and agreed under **Section 1 – Material Damage** that cover only extends for the following perils: **Fire, Lightning, Earthquake, Explosion and Aircraft.**

### ACC457: WALK-IN CHILLER / FREEZER CONDITION

It is a condition precedent to the **Insurer's** Liability that in respect of all **Buildings** which contain a walk-in chiller or freezer with composite panels the following apply to the composite panels of such chillers or freezers:

- any damaged composite panels must be replaced or repaired without delay
- items such as battery chargers must not be suspended from composite panels
- a hot work permit system must be in operation whenever heat work is to be carried out on the **Premises**
- all ductwork passing through composite panels must be sleeved in non-combustible material
- all wiring passing through composite panels must be encased in metal conduit and sealed with rubber grommets
- all composite panels do not have polystyrene core

### ACC483: DEEP FAT FRYING EXCLUSION



# PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

Cover under this Policy excludes any liability arising out from the use of deep fat frying equipment at the **Premises**.

Deep Fat Frying is a process which food is completely submerged in hot fat or oil.

## ACC515: SCORES ON THE DOORS CLAUSE - 3\* OR MORE

You have advised us that you have not been awarded a hygiene rating (Scores on the Doors) yet as you have not been subject to an inspection by the local authority. This policy is issued subject to a hygiene rating (scores on the doors) of 3\*s (or PASS in Scotland) or above being awarded following inspection. You must contact us within a week of this inspection and inform us of the hygiene rating that you have been awarded.

## ACC572: PFAS (PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES) ABSOLUTE EXCLUSION

Cover under this Policy excludes any liability arising directly or indirectly from or in any way connected with PFAS losses as defined within this Exclusion.

This Policy does not provide any liability for:

1. Any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS.
2. Any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to PFAS, including but not limited to any of the following conducts:
  - a. actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials
  - b. design, manufacture, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials
  - c. testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to or assessing the effects of PFAS-containing products or materials
  - d. failure to report any PFAS-containing products or materials to authorities
  - e. failure to warn of potential consequences arising from, or the inadequacy of any warning relating to any of the conducts described in a) to d) above.

If We / the **Insurer** allege that this Exclusion applies to any claim under this Policy, the burden of proving the contrary shall be upon You / the **Insured**.

For the purpose of this Exclusion, PFAS means:

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a.
  - i. perfluorinated methyl group (-CF<sub>3</sub>); or
  - ii. perfluorinated methylene group (-CF<sub>2</sub>-); or
- b. any breakdown of any organic molecule, salt, free radical or ion, or the composition thereof
- c. any goods, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances
- d. its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

All other **Policy** terms and conditions remain unaltered.



# PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

## STATEMENT OF FACTS / PROPOSAL

When taking out insurance wholly or mainly for purposes related to your trade, business or profession, you have a duty under The Insurance Act 2015 to make a fair presentation of the risk. This means that you must disclose every material circumstance which you and/or your senior management and/or anyone responsible for arranging your insurance know or ought to know. Alternatively, you must disclose sufficient information which would put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. You are expected to carry out a reasonable search in order to make a fair representation of the risk and will be deemed to know what should reasonably have been revealed by the search.

Your duty of fair representation applies at the start of the policy, at renewal and when any variation of the policy is arranged. If you fail to make a fair representation, the insurer may refuse to pay your claim or reduce the settlement amount, depending on the circumstances.

**Neither I, nor any directors or partners in the business have ever:-**

had an insurance contract cancelled by an insurer.	No
had an insurance contract declared void by an insurer.	No
had different terms applied to an insurance contract by an insurer due to misrepresentation by: - providing misleading or incorrect information, - deliberately or recklessly withholding information, - providing false documents	No
had insurance cover restricted or cancelled due to non-compliance with risk improvement requirements.	No
been convicted of or charged with but not yet tried for a criminal offence other than motoring offences. (NOTE: Spent convictions (as defined under the Rehabilitation of Offenders Act 1974 or any similar or subsequent legislation) do not need to be declared.)	No

**Neither I, nor any directors or partners in the business either personally or in connection with the business or in any other business capacity have ever been:-**

convicted of (or charged but not yet tried with) a breach of any UK health and safety legislation by any official body regulatory authority or enforcing authority.	No
served with a prohibition notice or improvement notice in connection with any UK health and safety legislation by any official body regulatory authority or enforcing authority.	No
served with a clean-up notice in connection with any UK health and safety legislation by any official body regulatory authority or enforcing authority.	No

All lifting plant and pressure vessels/boilers which are subject to Statutory Regulations are regularly inspected by qualified engineers as required by the legislation.	Yes
To the best of our knowledge we comply with our legal obligations under UK health and safety legislation.	Yes

**Neither I, nor any directors or partners in the business or in the name of any other business which any of us had an interest have:-**

been declared bankrupt or insolvent either as private individuals or in connection with any business within the last ten years.	No
been disqualified from holding a directorship.	No
been the subject of a County Court Judgement (or the Scottish equivalents) in respect of debt as private individuals or in connection with any business within the last six years.	No
been a director or partner in a business that has been the subject of a County Court Judgement (or the Scottish equivalents) in respect of debt within the last six years.	No
been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 within the last ten years.	No



# PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

## CLIENT DETAILS

Business Category :	Wine Bar
Proposers name and trading name in full :	Greens Leeds Limited t/a Greens
Business Status :	Limited Company
Is this client ERN exempt?	Yes
Reason for being ERN exempt :	All employees earn less than PAYE threshold
Is there a Third Party Interest to be noted?	No
Risk Address :	841 York Road Leeds LS14 6AA
Number of years trading at this address?	0
Number of years trading at a previous address?	0

## PREMISES

<b>The Premises / Buildings of the Business being proposed (including outbuildings):</b>	
Have walls built of brick, stone or concrete?	Yes
Have a roof of slate, tile, metal or concrete, excluding any flat roof area?	Yes
Has a flat roof percentage of?	0%
Are in a good state of repair and kept in a like manner?	Yes
Have a listed status?	No
Were built in what year?	Post 1850
Located in a shopping centre, arcade or mill complex?	No
Trade all year round?	Yes
Are entirely self contained?	Yes
Are occupied solely by the business?	Yes
Have residential accommodation at the premises other than that which acts as the private dwelling of the proposer or their employee?	Yes
Is residential accommodation let to Students, Asylum Seekers, Refugees or persons who receive Housing Benefits directly or indirectly?	No
Occupied by the proposer, or their employees, overnight?	No
Are free from storm exposure and/or are in an area which is free from flooding and at least 400 metres away from the nearest river, canal, lake or tidal waterway?	Yes
Are free from, and in an area (within 400m of the premises) which is free from any signs of subsidence, heave and/or landslip?	Yes
Had the Electrical Installation tested by a certified NICEIC, ELECSA or ECA Contractor within the last 5 years and all reported defects remedied?	Yes
Has an open fire, woodburning or multifuel stove?	No



# PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

## RISK INFORMATION

Turnover :	£ 71,000
Wages :	£ 12,000
Total Number of Employees :	3
Is frying undertaken at the premises, other than shallow frying?	No
Is a pressure cooker used on the premises?	No
Number of covers:	35
What is the Scores on the Doors rating?	Not yet assessed
Is the risk situated in the basement of the property?	No

### Are any of the following in place at the premises:

Are there any guestrooms available to let?	No
Event Hire for private functions including Weddings, Birthdays, Christenings, Wakes etc. held more than twice a month?	No
Outside Catering?	No
Does the Proposer hold a current and valid licence to sell alcohol on the premises and are not aware of any matters pending that are likely to affect that licence?	Yes
Live Music / Entertainment?	No
Is Live Music, including solo artists, bands, karaoke, DJ's etc, provided more than twice in any seven day period?	No
Dance Floor?	No
Entrance Fee, other than at Christmas and New Year?	No
Door Staff?	No
Late License? (After 1am)	No
Children's Play Area?	No
ATM?	No



# PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

## RISK PROTECTIONS

Does the proposed premises comply with the minimum security requirements described below?	Yes
<p>1) The Final Exit Door of the premises is fitted with either a mortice deadlock / hook lock, which has 5 or more levers with matching boxed striking plate and conforms to BS3621 standard, or a cylinder operated deadlock or a deadlocking multi-point locking system. Timber doors frames to be at least 45mm thick. All aluminium framed doors are to be fitted with a swing bolt type mortice deadlock.</p> <p>2) All other external doors and all internal doors giving access to any part of the building not occupied by the insured for the purposes of the business, are fitted with either, the security detailed in 1), or two key operated security bolts of doors, fitted approximately 30cm from both the top and bottom of the door.</p> <p>3) All Cellar Flaps are fitted with the security as detailed in 1), or 5 lever close-shackle padlocks, together with substantial locking bars.</p> <p>4) All ground floor and basement opening windows and skylights and all other opening windows and skylights, accessible from roofs, balconies, decks, canopies, down pipes or canopies must be fitted with key operated window locks or permanently fixed shut.</p> <p>Any door or window officially designated to be a Fire Exit by the Fire Authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts. Any additional devices are to be approved by the local Fire Prevention Officer.</p>	
Are all accessible windows protected by either solid steel bars or grilles?	No
Are all accessible external doors protected solid steel shutters?	Front
Are the premises thoroughly protected by an intruder alarm system, under the sole control of the insured?	No
Is there CCTV on the premises?	Internal and External
Is the CCTV recordable?	Yes
How many days are the CCTV recordings stored for?	31 days
Are CCTV recordings kept off-site?	No

## CLAIMS

Has the Proposer(s), Partner(s) or Directors(s) suffered a loss, claim or incident (which may give rise to a claim) at these premises, or any other premises, whether insured or not within the last 5 years?	No
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## ADDITIONAL INFORMATION

The client has not yet opened and is looking to start trading start of July, they are currently re decorating- there are roller shutters at the front, security metal gate at the back with an 8 foot metal fence at the rear. They are just selling drinks at the moment and in future will be looking to work with outside caterers to provide food- no cooking in the premises- may have door staff on a Friday/ Saturday- 2 staff from a third party company. Open no later than 11:30 during the week and 12:30 Friday & Saturday



# PUBLIC HOUSE & WINE BAR PACKAGE INSURANCE

## COMMERCIAL PACKAGE LEGAL SOLUTIONS

**Policy Number:** [REDACTED]**Date:** 24 June 2024**Insured:**

Greens Leeds Limited t/a Greens

**Agent:**

NBS Underwriting

**Business Description:**

Public House &amp; Wine Bar

**Cover From:** 24 June 2024**Cover Expiry:** 23 June 2025**Operative Covers:**

- Employment
- Employment compensation awards
- Employment restrictive covenants
- Tax protection
- Property
- Legal defence
- Compliance & regulation
- Statutory licence appeals
- Loss of earnings
- Employees' extra protection
- Crisis communication

**ARAG on-line Legal Services:**[www.arag.co.uk/docs](http://www.arag.co.uk/docs)**Voucher Code:** [REDACTED]**Cost of Cover:****Premium: £40.00****IPT: £4.80****Total: £44.80****Limit of Indemnity:**

£100,000 per claim

**Aggregate Limit:**

£1,000,000 per annum

(Employment Compensation Awards)

**Further Information:** Your policy has been inception / renewed on the basis of the information you provided at inception / renewal and the subsequent disclosure of any material facts you have declared.  
Please check that the information shown is accurate and that the cover suits your needs.

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# Sound Test Certificate

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This document certifies that the following venue: Bar 841 (soon to be Greens Leeds)  
Has passed a suitable sound level in conjunction with Document E (resistance to the passage of sound and sound insulation)

- Date of test: 22 May 2024
- Venue: Bar 841 (Greens Leeds) 841 York Rd, Seacroft, Leeds LS14 6AA
- Results: **PASSED**
- dB Level: 85dB - 87dB

(for detailed report see next page)

---

Tested by: [REDACTED]

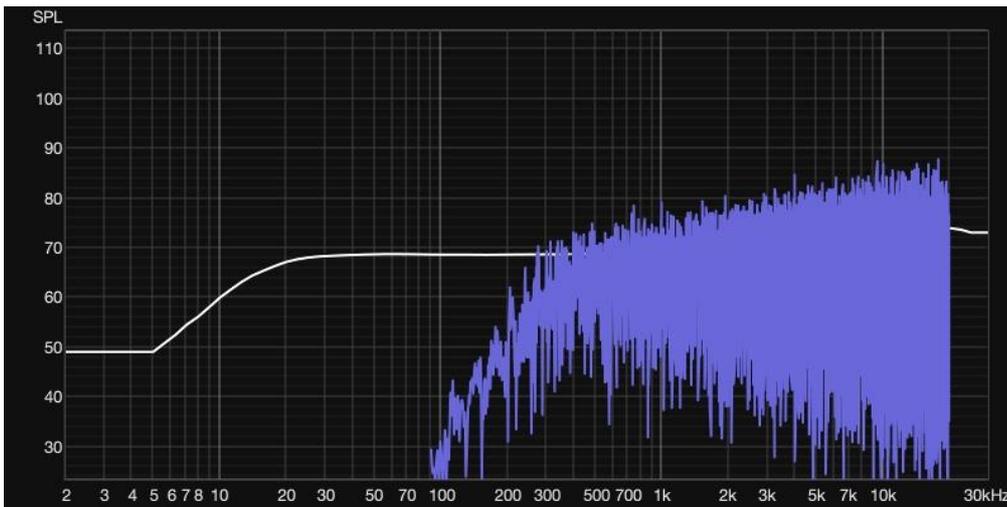
Signature:  
[REDACTED]

Stamp: [REDACTED]

Upon visiting Bar 841 various sound test's inside and outside the premises was carried out.

Inside, we found the level of 85dB to 87dB was the level which is suitable for background music and performances, anything more than this would be unsuitable for the venue. And the surrounding flats and homes nearby.

Graph below show's Peak of 87dB Reference from inside the venue with two PA Sized speakers – flat signal no boosting.



As can be seen from this chart (most of the peaks in this test happened to be in the higher end of the scale) Which means overall headroom can be as high as 90dB, without the hassle of causing noise pollution outside of the venue.

Images you will see below, are further tests carried outside from a calibrated dB Meter (to the left) to the right is the one owned by Green's (non calibrated) overall 1-3dB headroom difference in each test's carried out Same sample track used inside and when tested from outside.

Example image's below (take into account that, around 12dB of noise is external traffic)



Flat (two doors down)



Backdoor Open

Back Door Closed



So long as levels within the venue, kept within 85dB to 87dB (with headroom of 90dB)

Will be zero issues with neighbouring properties and places of business.

These test's outside the venue are well within limits (minus out the noise pollution from the road)



# Sound Test Certificate

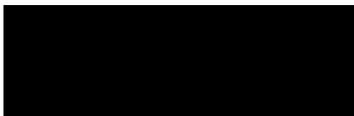
This document certifies that the following venue: Bar 841 (soon to be Greens Leeds)  
Has passed a suitable sound level in conjunction with NR15 (resistance to the passage of sound  
and sound insulation)

- Date of test: 08 July 2024
- Venue: Bar 841 (Greens Leeds) 841 York Rd, Seacroft, Leeds LS14 6AA
- Results: **PASSED**
- dB Level: 63Hz = 47.3dB // 125Hz = 35dB

(for detailed report see next page)

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Tested by: [REDACTED] :



Stamp: [REDACTED]

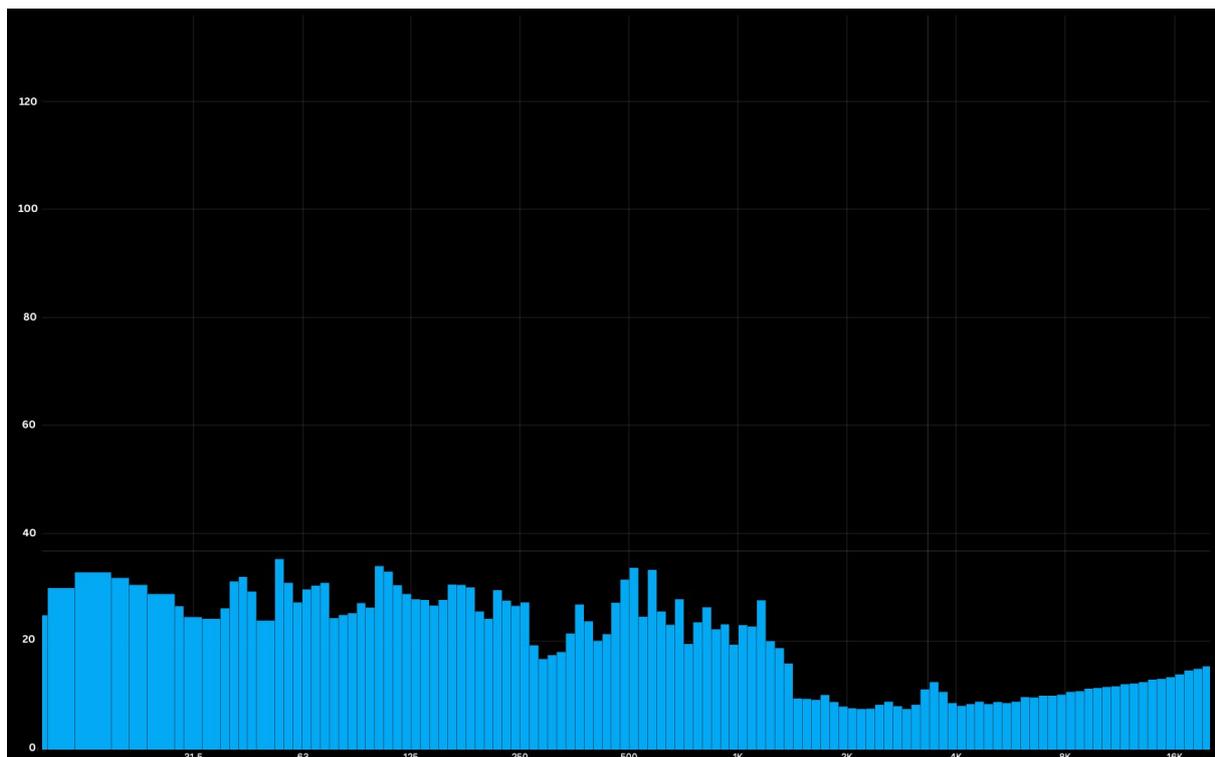
We revisited Bar 841 (Greens Leeds) 841 York Rd, Seacroft, Leeds LS14 6AA, to carry out some additional tests from upstairs in the flat above the bar. In line with NR15 (which is what we based our tests off)

We had music playing in the bar downstairs at a acceptable level (84dB)

Using calibrated software and microphone produced several graphs showing sound levels picked up from the bedroom at the back of the flat itself.

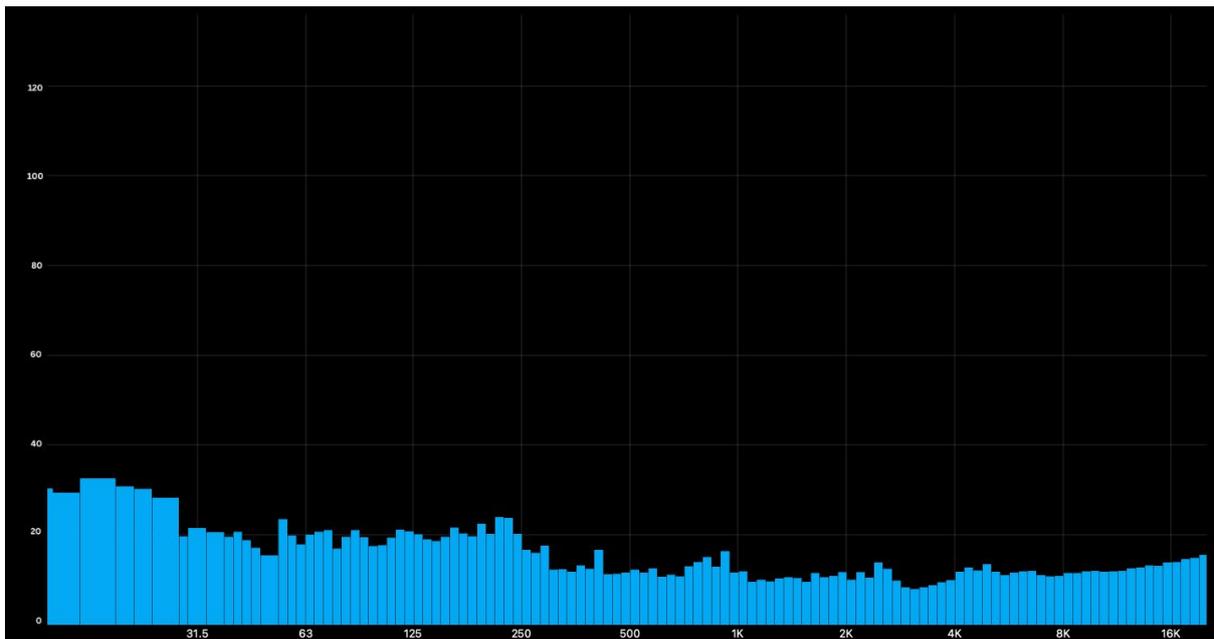
The following 2 images shown below are with music playing downstairs in the bar itself

First Test



As we can see within this test, both 63hz and 125hz are within specs based off the NR15

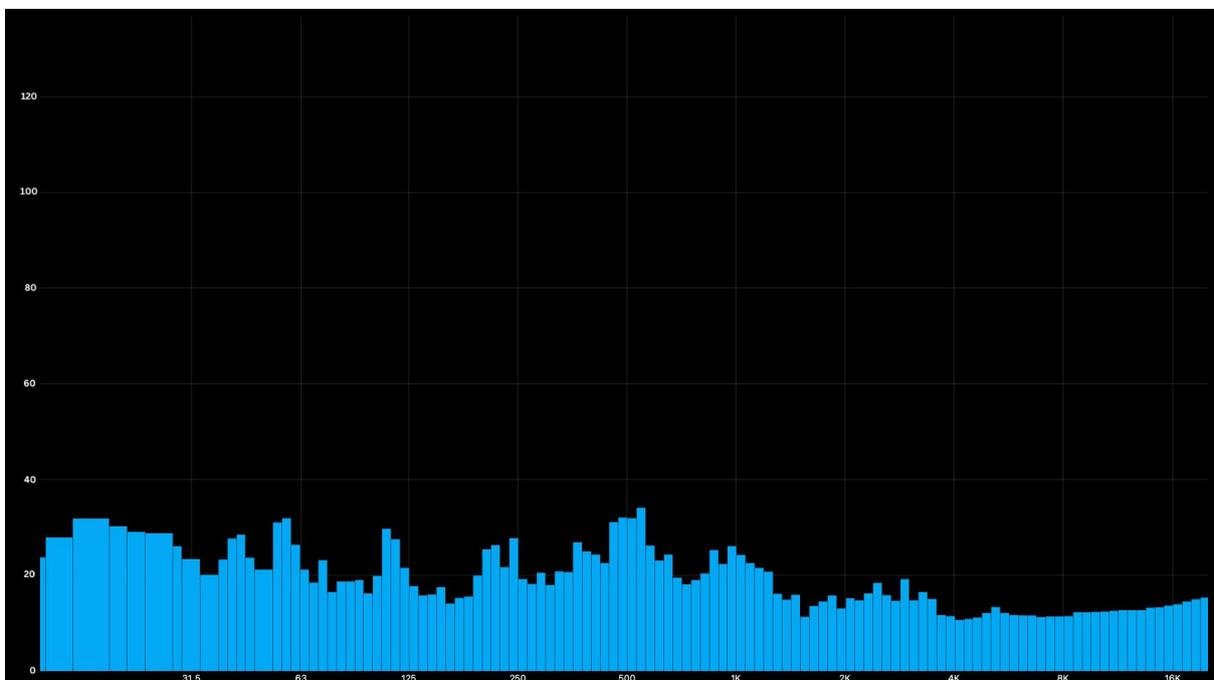
## Second Test



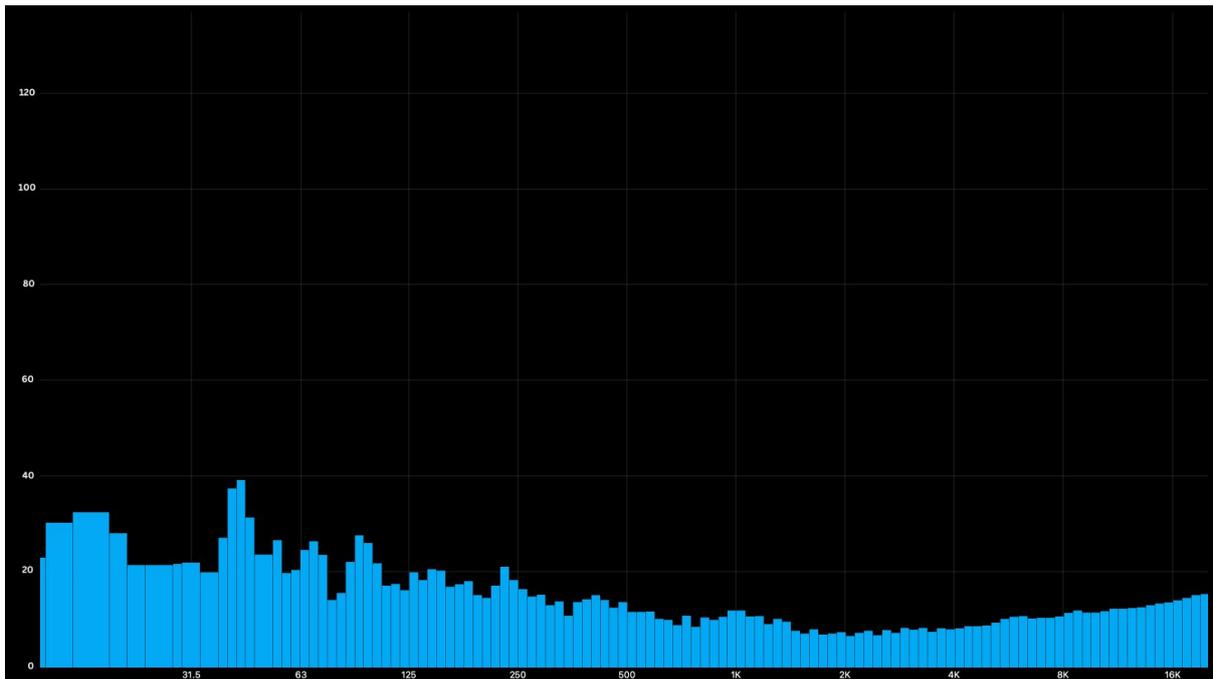
This test also shows the levels being way below limit required

Following two image's are showing the same tests done above but without active music

### Without Music Test 1



## Without Music Test 2



All of these test's was done within the above flat of bar 841 (soon to be greens) Located the microphone within the bedroom at the back of the flat property

We based all of our tests on the NR15 specs sheet. Each test shows that they are all within the limits needed and asked for

# Controlled Waste Transfer & Service Agreement



Beauparc  
Part of the Beauparc Utility Group.  
Find out more at www.beauparc.ie

Agreement No: -

Account No: -

Company Type: Limited Co/Public Ltd

## (1) BUSINESS DETAILS

Company name: Greens Leads LTD

Trading as name: Greens Leads LTD

Or Full name(s) of Proprietors/Partners: -

INVOICE ADDRESS: 841 York Road, Leeds, West Yorkshire, LS14 6AA  
(ADDRESS TO WHICH INVOICE IS TO BE SENT)

Company Name: [REDACTED]

Email: [REDACTED]

Telephone: [REDACTED]

Contact Sales: [REDACTED]

Contact Accounts: [REDACTED]

Invoices will be sent by email unless this box is checked.

Invoice Email Address: [REDACTED]

## COLLECTION SITE

SITE ADDRESS: 841 York RoadLeedsWest YorkshireLS14 6AA

Telephone: [REDACTED]

Contact: [REDACTED]

Email: [REDACTED]

Access Times: As previous

Drivers Notes: As previous

Risk Assessment: YES

## (2) PERSON RECEIVING THE WASTE ("TRANSFEREE")

Registered Office: Associated Waste Management Limited, St Bernards Mill, Gelderd Road, Leeds, West Yorkshire, LS27 7NA

Registration No: CBDU104737

This agreement is made between Associated Waste Management Ltd of Gelderd Road, Leeds, LS27 7NA and the party named in Business Details as the Company Name ("the Customer") on the date specified in the schedule upon the terms and conditions set out overleaf and upon which AWM Ltd will provide to the customer the waste handling services specified in Container Requirements ("the Service").

## (3) CURRENT HOLDER OF THE WASTE ("TRANSFEROR")

Name (if not the customer): Greens Leads LTD

ARE YOU THE PRODUCER OF THE WASTE? YES

HAVE YOU IMPORTED THE WASTE? NO

ARE YOU THE HOLDER OF A WASTE MANAGEMENT LICENCE? NO

If Yes, state licence & issuer: N/A

Are you exempt from the requirement to have a waste Licence? N/A

## (4) CONTAINER REQUIREMENTS

Container type:	Waste type:	EWC	No: of Bins	Price per lift / Exc	Price / Tonne / KG	Max Container Weight	Min Tonnage	Delivery Date	1st Service Date	Frequency
360LTR	Glass	20 01 02	1	5.50	0.10	130KG	-	Sited	W.C 15.07.24	Weekly
Additional weight charge if applicable: 0.10p per KG										
Doc charge if applicable: N/A										

## (5) CUSTOMER CERTIFICATION

Signed on behalf of AWM: [REDACTED]

AUTHORISED SIGNATURE: [REDACTED]

Signed by the customer: [REDACTED]

AUTHORISED SIGNATURE: Daniel Fallas

POSITION: Customer relations advisor

DATE: 12/06/2024

POSITION: Director

DATE: 12/06/2024

For and on behalf of the

read the terms and conditions overleaf.

## TERMS AND CONDITIONS OF SUPPLY

### THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF clause 10.

#### 1. Interpretation

##### 1.1 Definitions:

**Applicable Laws** all applicable laws, statutes, regulations and codes from time to time in force.

**Business Day** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charges** the charges payable by the Customer for the supply of the Services in accordance with clause 5.

**Commencement Date** has the meaning set out in clause 2.1.

**Conditions** these terms and conditions as amended from time to time in accordance with clause 14.5.

**Contract** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Control** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

**Country** The applicable country in which the Services are being performed (ie, either England and Wales or Scotland), the person or firm who purchases Services from the Supplier.

**Customer** has the meaning set out in clause 4.2.

**Customer Default** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications)

**Data Protection Legislation** means that equipment set out in the Order Form.

**Equipment** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Intellectual Property Rights** the Customer's order for Services as set out in the Supplier's Order Form.

**Order Form** the Order Form attached to these Conditions and signed by both parties.

**Premises** means the Customer's premises set out in the Order Form.

**Services** the services, supplied by the Supplier to the Customer as set out in the Specification.

**Specification** the description or specification of the Services provided in writing by the Supplier to the Customer and as set out in the Order Form.

**Supplier** As specified on the Order Form, one of either (i) Associated Waste Management Limited, registered in England and Wales with company No. 04092555 or (ii) WSR Recycling Limited, registered in England and Wales with company No. 02551059, iii) [New Earth Solutions (West) Limited, registered in England and Wales with company No. 06988057, iv) Scotwaste Recycling Limited registered in Scotland, company No. SC383479.

**Waste** means the waste as set out in the Order Form.

**1.2 Interpretation:**

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 A reference to **writing** or **written** includes fax and email.

#### 2. Basis of contract

2.1 The Order shall only be deemed to be accepted when the Supplier signs the Order Form at which point and on which date the Contract shall come into existence (Commencement Date) for an initial period of 12 months from the Commencement Date (Initial Period) and thereafter until terminated in accordance with clause 11.

2.2 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

#### 3. Supply of Services

3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any Applicable Laws or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3.5 The Supplier shall use reasonable endeavours to observe all health and safety and security requirements that apply at the Customer's premises and that have been previously communicated to it (per clause 4.1.8), provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement

#### 4. Customer's obligations

4.1 The Customer shall:

4.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

4.1.2 co-operate with the Supplier in all matters relating to the Services;

4.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access, in a timely manner, to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;

4.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate and complete in all material respects;

4.1.5 prepare the Customer's Premises for the supply of the Services;

4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

4.1.7 comply with any additional obligations as set out in the Order Form.

4.2 Inform the Supplier of all health and safety and security requirements that apply at [any of] the Customer's premises. If the Customer wishes to make a change to those requirements which will materially affect provision of the Services, it must promptly inform and agree with Supplier. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

4.2.1 The Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

4.2.2 The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 The Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

#### 5. Visits Schedule

5.1 The Supplier reserves the right to change the visit days to meet operational requirements which were possible will be notified to the Customer in advance.

5.2 If through operational difficulties the Supplier is not able to visit the Premises on the scheduled day the Supplier reserves the right to re-schedule the visit to the earliest possible opportunity without liability to the Customer.

#### 6. Responsibility for Equipment

6.1 Any Equipment supplied by the Supplier shall at all times remain the property of the Supplier.

6.2 The Customer shall be responsible for:

6.2.1 The siting of the Equipment within the Premises and for any loss or damage caused to the Equipment whilst it is at the Premises and s not in the care or control of the Supplier;

6.2.2 Ensuring that the Equipment is not over or improperly loaded;

6.2.3 Ensuring that the Equipment always remains within the Premises and is not under any circumstances placed on a public highway;

6.2.4 Maintaining a suitable and safe means of access to and egress from the Equipment at the Premises for the Supplier's vehicles and employees or agents; and

6.2.5 Effecting adequate insurance cover for the Equipment for its full replacement value against the risk of loss or damage.

#### 7. Safety

7.1 The Customer shall be wholly responsible for the safety of all persons (including the employees and agents of the Supplier) entering the Premises where the Equipment is sited.

7.2 The Customer shall bear all risks in connection with siting, loading and use of the Equipment.

7.3 The Supplier undertakes to comply with such reasonable safe working procedures at the Premises supplied in writing to the Supplier and acknowledged in writing by an authorised officer of the Supplier.

#### 8. Waste

8.1 The Customer undertakes that the Waste placed in the Equipment for collection by the Supplier shall accord with the description in the Specification and will not be subject to the control of Pollution (Special Waste) Regulations 1980 or other Special Control Regulations and will not contain explosive, highly inflammable, toxic or polluting material.

8.2 The Customer undertakes to conform with the duties laid down in the Collection and Disposal of Waste Regulations 1988, the Control of Pollution Act 1974, the Environmental Protection Act 1990 and the Environment Act 1995 or any statutory modification or re-enactments thereof and all other statutory and regulatory requirements relating to the disposal of the Waste.

8.3 This Contract provides for the collection of containerised Waste only and the Supplier has no contractual obligation to remove from the Premises any Waste which has not been placed within the Equipment. To assist the Customer in maintaining clean and tidy Premises and avoiding any environmental problems associated with loose Waste the Supplier will be prepared to assess the removal of occasional loose Waste subject to the Customer paying an additional price therefore as specified and invoiced by the Supplier.

#### 9. Charges and payment

9.1 The Charges for the Services shall be set out in the Order Form.

9.2 The Supplier reserves the right to increase the Charges at any time during the Contract to reflect any increase in costs to the Supplier which is due to any factor beyond the Supplier's control or upon notice of which will be given to the Customer as the earliest possible opportunity.

9.3 The Supplier shall invoice the Customer on completion of the Services, or in arrears, in advance, or by direct debit as notified by the Supplier.

9.4 The Customer shall pay each invoice submitted by the Supplier:

9.4.1 within 30 days of the date of the invoice; and

9.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier or by cheque, and

time for payment shall be of the essence of the Contract.

9.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

9.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 3% per cent per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

#### 10. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

10.1 Nothing in the Contract shall limit or exclude the Supplier's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.1.2 fraud; or

10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

10.2 Subject to clause 10.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

10.2.1 loss of profits;

10.2.2 loss of sales or business;

10.2.3 loss of agreements or contracts;

10.2.4 loss of anticipated savings;

10.2.5 loss of use or corruption of software, data or information;

10.2.6 loss of damage to goodwill; and

10.2.7 any indirect or consequential loss.

10.3 Subject to clause 8.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 150% of the total Charges paid under the Contract.

10.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.5 This clause 10 shall survive termination of the Contract.

#### 11. Termination

11.1 In the event of the customer prematurely terminating this contract otherwise than upon two months notice expiring on an anniversary of the date of the commencement of the Service Start Week, the Company shall be entitled to liquidated and ascertained damages to the price (at the rate prevailing at the date of termination) that would have been payable under this contract by the Customer during the period from the date of termination to the date of the next anniversary of the commencement of the Service Start Week which is at least two months from the date of actual termination.

11.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

11.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

11.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

11.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

11.3.2 there is a change of Control of the Customer.

11.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 11.2.2 to clause 11.2.4 or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

#### 12. Data Protection

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation

#### 13. Consequences of termination

On termination of the Contract for any reason:

13.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt. In the event the Customer terminates this Contract during the Initial period it shall pay liquidated damages (which the parties agree is a genuine pre-estimate of loss) in the sum of the amount that would have been payable under this Contract by the Customer during the period from termination to the end of the Initial Period;

13.1.2 the Customer shall return all of the Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises at any time and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

13.1.3 the Customer shall be responsible for any costs incurred by the Supplier in repairing or replacing any damaged Equipment;

13.1.4 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

13.1.5 clauses which expressly or by implication survive termination shall continue in full force and effect

#### 14. General

14.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.2 **Assignment and other dealings.**

14.2.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

14.2.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

14.3 **Confidentiality.**

14.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.3.2.

14.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.4 **Entire agreement.**

14.4.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.6 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

14.6.1 waive that or any other right or remedy; or

14.6.2 prevent or restrict the further exercise of that or any other right or remedy.

14.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

14.8 **Notices.**

14.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

14.8.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.8.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

14.8.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.9 **Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.

14.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

14.11 **Jurisdiction.** Each party irrevocably agrees that the courts of Country shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## Document Information

### Document

Title	LR - Greens Leeds LTD
ID	297ca146-4dc9-4d14-83eb-6fdd8ed6e621
Status	Signed
Sender	[REDACTED]
Dept/business	AWM
Dept/business ID	awm-group
PDF Certified	True

### Signers

Name	Authentication
Lisa Riley [REDACTED]	Email
Daniel Fallas [REDACTED]	Email

### History

Event	Email	IP address	Date/Time
LR - Greens Leeds LTD created by [REDACTED]	[REDACTED]	89.37.69.88	Wed, 12 Jun 2024 15:50:53 +0000
LR - Greens Leeds LTD emailed to [REDACTED]	[REDACTED]		Wed, 12 Jun 2024 15:50:54 +0000
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