

Public Document Pack

Licensing Sub-Committee

Tuesday, 19th December 2023

Supplementary Information

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WITNESS STATEMENT

(Criminal Justice Act 1967, s.9; Magistrates' Courts Act 1980, s.5B;
Criminal Procedure Rules, Rule 16.2)

NICHE Ref. No:

URN:

Statement of: Neil Haywood

Date of birth: Over 18

Occupation: PC ██████

This statement (consisting of 2 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.

Signature: N Haywood

Date: 12-12-23

Signature witnessed by:

Date:

Time and date statement taken: 14:11 12-12-23

Check box if witness evidence is visually recorded (supply witness defaults on rear)

I am a West Yorkshire Police Officer currently stationed on the Licensing Team at Leeds District.

At 13:05 hours on Tuesday the 12th December 2023, I attended M and S Stores, Roundhay Road Leeds to licensing check of the premises. This was following up on previous visits where conditions of the licence were not being adhered to.

I spoke to Merhawi Youhanse who was working behind the counter. I asked Youhanse to show me the licence for the premises. Youhanse had Part B on display and Part available for inspection. This was in order

I asked Youhanse to show me the incident and refusals register. Youhanse had two page a day diary's labelled correctly which he passed to me to inspect. These were also in order.

I asked Youhanse for the supervisor's register. There is a licence condition stipulating that the details of the on duty supervisor will be recorded. Youhanse didn't have a register. I showed him the condition of his licence which I physically pointed out to him on his Part A, and advised he bought another page a day diary to record supervisor details for every day. This was a breach of his licence.

Lastly I asked to inspect the CCTV system to ensure it was recording for 31 days. On previous inspections, Youhanse had been unable to operate this system and had been advised to move the system to a safer more accessible space.

Youhanse took me to the system which was still located in an office in the basement. To access this basement, you need to walk down a set of steep stairs with no hand rail. There is stock piled on the stairs leaving little room to walk down. It is unsafe. It is not located in an area that any professional could safely access. This has been previously pointed out to Youhanse to move it upstairs to the ground floor, ideally behind the till so it can be accessed by professionals and staff safely. I attach a picture of the stairs which I exhibit as NH1.

Signature: N Haywood

Signature witnessed by:

NICHE Ref. No:		URN:	
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Continuation Statement of: Neil Haywood

I asked Youhanse to show me footage from a previous date. Youhanse was unable to operate the system. This has been a previous issue and he has been told to learn to operate the system. I pointed out this was also a breach of the licence that had been pointed put before. We discussed a scenario on how he would deal with an incident of a fight where the CCTV was required. The only outcome would potentially be for West Yorkshire Police to seize the whole system to get access to the footage which would leave the premises without any form of CCTV. Youhanse assured me he would be calling a CCTV technician as soon as I left. I was unable to check if the system was recording for 31 days as Youhanse could not operate the system.

Signature: N Haywood

Signature witnessed by:



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Elections and Regulatory Services

Civic Hall
Leeds LS1 1UR

Our Ref: A80/CB/LIC/PREM/02712/008

Your Ref:

Contact: Carmel Brennand

Tel: 0113 3785029

Fax: 0113 3367124

Email: [REDACTED]

Date: 14 December 2023

Entertainment Licensing
Leeds City Council
Civic Hall
Leeds
LS1 1UR

Dear Sirs/Madam,

**REVIEW APPLICATION UNDER THE LICENSING ACT 2003
PREMISES: M&S 24/7 OFF LICENCE SHOP, 128 ROUNDHAY ROAD, LEEDS,
LS8 5NA**

Further to my representation of the 3rd December, please see attached documents referred to therein.

Exhibit CB 1 – A copy of the inspection sheet completed during the visit to the premises on the 23rd August, which was signed by Mr Yowhanshe the PLH and DPS before being given a copy of it.

Exhibit CB 2 – A copy of my email dated 31st October to Mr Yowhanshe which had a warning letter attached.

Exhibit CB 3 – A copy of my warning letter dated 31st October addressed to Mr Yowhanshe.

Yours faithfully

[REDACTED]

Mrs Carmel Brennand
Senior Liaison & Enforcement Officer
Entertainment Licensing

4401.

Licensing Act 2003 Record of Inspection

WENF10



CBI Leeds CITY COUNCIL

Premises Details Licence Number: <u>ALen/02712/006</u> Name: <u>ROUNDHAY CONVENIENCE STORE</u> Address: <u>128 ROUNDHAY ROAD</u> <u>LS8 5NA.</u>	Inspection Details Date: <u>23 8 23</u> Time In: <u>1220</u> Time Out: Authorised Officer: <u>CB</u> Other officers: In company with: <u>WYP/BTP/TS</u> Other Agency:
---	---

Premises Licence Holder/DPS: MERHAWI YOUTHANSE Present? Yes No

X	Matters arising (Advice given marked with "X" in left-hand column)	Timescale
X	UNABLE TO OPERATE CCTV SO CANT CHECK IF RECORDING	} 1 WEEK
X	CCTV 1 HOUR OUT.	
X	PART A OF PREMISES LICENCE NOT ON SITE.	
X	NO INCIDENT REGISTER	
X	NO REFUSALS REGISTER	
		} PAGE A DAY DIARY.

No action required Action required; contravention(s)/breach of condition(s) as above

Signatures
 Authorised Officer's signature: [Redacted] Date: 23.8.23
 Time: 1240

Appropriate person at premises
 I certify that the issue(s) identified have been brought to my attention and I undertake to rectify any breaches by the agreed timescale(s) set out above. I have been advised that a revisit will be made to ensure that the breaches have been rectified. I will ensure that the Premises Licence Holder and Designated Premises Supervisor is informed of this inspection and the findings at the earliest opportunity.

Print Name: [Redacted] Date:
 Signed: [Redacted] Time:
 Position:

Enforcement Powers and Offences - Licensing Act 2003

Section 136 – Unauthorised licensable activities

- (1) A person commits an offence if –
 - (a) he carries on or attempts to carry on a licensable activity on or from any premises otherwise than under and in accordance with an authorisation, or
 - (b) he knowingly allows a licensable activity to be so carried on.
- (4) A person guilty of an offence under this section is liable on summary conviction to imprisonment for a term not exceeding six months or to an unlimited fine, or to both.
- (5) ... "authorisation" means –
 - (a) a premises licence,
 - (b) a club premises certificate, or
 - (c) a temporary event notice in respect of which the conditions of section 92(2) to (4) are satisfied.

Summary of other offences (Licensing Act 2003) (not exhaustive):

Unauthorised licensable activities

- section 137 Exposing alcohol for unauthorised sale
- section 138 Keeping alcohol on premises for unauthorised sale etc.

Drunkenness and disorderly conduct

- section 140 Allowing disorderly conduct on licensed premises etc.
- section 141 Sale of alcohol to a person who is drunk
- section 142 Obtaining alcohol for a person who is drunk
- section 143 Failure to leave licensed premises etc.

Smuggled goods

- section 144 Keeping of smuggled goods

Children and alcohol

- section 145 Unaccompanied children prohibited from certain premises
- section 146 Sale of alcohol to children
- section 147 Allowing the sale of alcohol to children
- section 147A Persistently selling alcohol to children
- section 147B Order suspending a licence in respect of offence under section 147A
- section 149 Purchase of alcohol by or on behalf of children
- section 150 Consumption of alcohol by children
- section 151 Delivering alcohol to children
- section 152 Sending a child to obtain alcohol
- section 153 Prohibition of unsupervised sales by children
- section 154 Enforcement role for weights and measures authorities

Confiscation of alcohol

- section 155 Confiscation of sealed containers of alcohol

False statements relating to licensing etc

- section 158 False statements made for the purposes of this Act

Powers of Entry

- section 179 Rights of entry to investigate licensable activities (available to a constable or authorised person).

Brennand, Carmel

From: Brennand, Carmel
Sent: 31 October 2023 13:08
To: [REDACTED]
Subject: M & S, 128 Roundhay Road, LS8 5NA
Attachments: Warning letter to PLH & DPS 31.10.23.doc
Importance: High

Dear Sir

Please see attached letter which is self-explanatory. If you require any further information, please do not hesitate in contacting me.

Yours faithfully

Carmel Brennand
Senior Liaison & Enforcement Officer
Entertainment Licensing
Leeds City Council
Tel: 0113 3785328
Fax: 0113 3367124
email: [REDACTED]
www.leeds.gov.uk



CB3
Leeds
CITY COUNCIL

Elections and Regulatory Services

Civic Hall
Leeds LS1 1UR

Our Ref: A80/CB/LIC/GE/004067

Your Ref:

Contact: Carmel Brennand

Tel: 0113 3785029

Fax: 0113 3367124

Email: [REDACTED]

Date: 31 October 2023

Private & Confidential

Mr Merhawi Yowhanse
M & S 24/7 Off License Shop
128 Roundhay Road
LS8 5NA

Dear Sir

**INVESTIGATION OF POSSIBLE OFFENCES UNDER THE LICENSING ACT 2003
PREMISES: M & S 24/7 OFF LICENSE SHOP, 128 ROUNDHAY ROAD, LEEDS, LS8 5NA**

I am writing to you in your capacity as the Premises Licence Holder and Designated Premises Supervisor of the above mentioned premises.

As you are aware I visited your shop with my colleague from West Yorkshire Police Licensing on the 23rd August 2023 where several issues were highlighted during an inspection under the Licensing Act 2003. These issues had not been rectified despite 2 subsequent visits on the 25th September and the 12th October.

May I draw your attention to the specific conditions on your Premises Licence, namely:-

6. A suitable CCTV system will be maintained and be operational on the premises at all times when licensed activities are being carried out.

At the time of the 1st visit the cctv was an hour out on the time.

During the 3 visits, you/your staff have been unable to access the cctv system so unable to evidence that operational.

7. Security footage will be made secure and retained for a period of time to the satisfaction of WYP.

WYP standard is a minimum of 31 days footage to be recorded, however as you/your staff have been unable to access the system, this has not been evidenced.

11. The Licensee will ensure that an Incident Report Register is maintained on the premises to record incidents such as anti social behaviour, and ejections from the premises.

No Incident register on site on the 23rd August or 25th September. My advice was to purchase a page a day diary.

12. The Incident report Register will contain consecutively numbered pages, the date time and location of the incident, details of the nature of the incident, the names and registration numbers of any door staff involved or to whom the incident was reported, the names and personal licence numbers (if any) of any other staff involved or to whom the incident was reported, the names



and numbers of any police officers attending, names and addresses of any witnesses and confirmation of whether there is CCTV footage of the incident.

The Incident Register produced on the 12th October was an A5 'Puka' note pad which was loose leaf and the pages not numbered.

18. All refusals of sales of alcohol will be recorded in a refusals register. The register will contain the following details: - The time, day and date the refusal was made, - The name of the staff member refusing the sale - The name and address of the person attempting to buy the alcohol (where supplied), - Full description of said person, and - Full details of the alcohol they attempt to purchase.

No refusals register on site on the 23rd August or 25th September. My advice was to purchase a page a day diary.

19. The refusals register retained at the licensed premises, must be produced upon request to the Police or an authorised officer of the licensing authority.

The refusals register produced on the 12th October was an A5 'Puka' note pad which was loose leaf and the pages not numbered.

24. Whenever this premises licence has effect: -

Members of the public will be allowed to access the licensed premises for the sale of alcohol, only between the hours of 07:00 to 23:00 on any Monday to Sunday.

At all other times, the licensed premises will remain closed to members of the public for the sale of alcohol.

All sales outside these times, so between 23:00 hours and 07:00 hours each day, will be made through a professionally installed 'hatch' at the front of the premises. Between these times there will be no access to the premises and the shutters will be down.

During our visit on the 23rd August you stated that you did not use the hatch but that the shop was open until 12 midnight.

I note that you have requested a change of name for the shop and a new Premises Licence has been posted out to you on the 27th September. I would recommend that you carefully read the whole Licence to ensure you are compliant with every condition.

May I remind you that to operate whilst in breach of conditions on your Premises Licence is an offence under Section 136 of the Licensing Act, in that:-

(1) A person commits an offence if -

- (a) he carries on or attempts to carry on a licensable activity on or from any premises otherwise than under and in accordance with an authorisation, or**
- (b) he knowingly allows a licensable activity to be so carried on.**

(4) A person guilty of an offence under this section is liable on summary conviction to imprisonment for a term not exceeding six months or to a unlimited fine, or to both.

(5) In this Part "authorisation" means -

- (a) a premises licence,**
- (b) a club premises certificate, or**
- (c) a temporary event notice in respect of which the conditions of section 98(2) to (4) are satisfied.**

When you have read the Premises Licence please ensure that Part B is displayed and Part A is available on site.

The Part A of the Premises Licence was not available on site during any of the 3 visits.

Please be aware that this is an offence under Section 57 of the Licensing Act 2003, namely:-

(1) This section applies whenever premises in respect of which a premises licence has effect are being used for one or more licensable activities authorised by the licence.

(2) The holder of the premises licence must secure that the licence or a certified copy of it is kept at the premises in the custody or under the control of—

(a) the holder of the licence, or

(b) a person who works at the premises and whom the holder of the licence has nominated in writing for the purposes of this subsection.

(3) The holder of the premises licence must secure that—

(a) the summary of the licence or a certified copy of that summary and and

(b) a notice specifying the position held at the premises by any person nominated for the purposes of subsection (2),

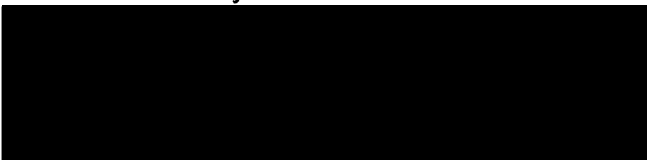
are prominently displayed at the premises.

(4) The holder of a premises licence commits an offence if he fails, without reasonable excuse, to comply with subsection (2) or (3).

(8) A person guilty of an offence under this section is liable on summary conviction to a fine not exceeding level 2 on the standard scale.

Leeds City Council's Entertainment Licensing Section, in conjunction with other enforcement agencies, are taking an active role in visiting premises/events. This Department will continue to monitor the situation for compliance of the Licensing Act 2003.

Yours faithfully



Carmel Brennand
Senior Liaison & Enforcement Officer
Entertainment Licensing

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Response to letter dated 31.10.2023

6. A suitable CCTV system will be maintained and be operational on the premises at all times when licensed activities are being carried out.

A suitable cctv is installed and is accessible. The time and date of the cctv system has been set correctly

7. Security footage will be made secure and retained for a period of time to the satisfaction of WYP.

As per WYP requirements, the cctv system will record for a minimum 31 day footage

11. The Licensee will ensure that an Incident Report Register is maintained on the premises to record incidents such as anti social behaviour, and ejections from the premises.

This is now available on site and will be maintained as required

12. The Incident report Register will contain consecutively numbered pages, the date time and location of the incident, details of the nature of the incident, the names and registration numbers of any door staff involved or to whom the incident was reported, the names and personal licence numbers (if any) of any other staff involved or to whom the incident was reported, the names and numbers of any police officers attending, names and addresses of any witnesses and confirmation of whether there is CCTV footage of the incident.

A dated diary is available on site and details of any incidents will be recorded

18. All refusals of sales of alcohol will be recorded in a refusals register. The register will contain the following details: - The time, day and date the refusal was made, - The name of the staff member refusing the sale - The name and address of the person attempting to buy the alcohol (where supplied), - Full description of said person, and - Full details of the alcohol they attempt to purchase. No refusals register on site on the 23rd August or 25th September. My advice was to purchase a page a day diary.

A dated diary is available on site and details of any refusals will be recorded

19. The refusals register retained at the licensed premises, must be produced upon request to the Police or an authorised officer of the licensing authority.

This is now in place and is available for any relevant authority to inspect

24. Whenever this premises licence has effect: -

Members of the public will be allowed to access the licensed premises for the sale of alcohol, only between the hours of 07:00 to 23:00 on any Monday to Sunday.

At all other times, the licensed premises will remain closed to members of the public for the sale of alcohol.

All sales outside these times, so between 23:00 hours and 07:00 hours each day, will be made through a professionally installed 'hatch' at the front of the premises. Between these times there will be no access to the premises and the shutters will be down.

During our visit on the 23rd August you stated that you did not use the hatch but that the shop was open until 12 midnight.

The License holder was not aware of this condition and has from immediate effect ceased serving through an open door between the hours of 11.00pm and 7.00am

When you have read the Premises Licence please ensure that Part B is displayed and Part A is available on site.

The Part A of the Premises Licence was not available on site during any of the 3 visits.

Part B of the license is displayed at the premises, and part A of the license is available on site.

The applicant purchased the business and didn't understand some of the conditions imposed under the premises license. In order to rectify this, he has had the conditions explained clearly to him by his solicitor. He has a much better understanding and is willing to comply with these and immediately implement those which fell short. He assures there will be no further issues with the premises or the conditions imposed by the license.

Agenda Item 7

Gusto Market (formerly Baba Jaga 2), 12-14 Strathmore Drive, Leeds, LS9 6AB Documents in support of Gusto Market Mini Limited / Nabaz Ibrahim Karim

Document No.	Document	Pages
1	HMRC Company Unique Taxpayer Reference	1 – 2
2	premises licence transfer / DPS change applications receipt – dated 23.10.23	3 – 8
3	Baba Jaga 2 – copy premises licence (last issued 08.08.23)	9 – 19
4	Lloyds Bank – Authority to Operate the account (Gusto Mini Market Ltd) – dated 26.10.23	20 – 24
5	Kaiser Solicitors - Client Care Letter – dated 30.10.23	25 – 28
6	Licensing Register extract – D-Light Convenience Store, 69 Kettering Road, Northampton, NN1 4AW	29 – 31
7	Licensing Register extract – Monopol, 42a Barrack Road, Northampton, NN1 3R	32 – 35
8	Email exchange – Northampton Police – dated 03.11.23	36 – 38
9	Letter from former employer – dated 06.11.23	39
10	Southwark Council licensing register extract – Costcutter, 173-181 Rotherhithe New Road, SE16 2BE	40 – 44
11	Lease	45 – 80
12	Minor Variation application – dated 09.11.23	81 – 90
13	Staff training pack	91 – 105
14	Age verification policy – staff training declarations	106 – 109
15	Letter from [REDACTED] (landlord) – dated 26.11.23	110
16	Photo (meat counter)	111
17	Photo (freezers)	112
18	Photos (groceries)	113 – 118
19	Photo (alcohol display)	119
20	Photo (behind counter)	120
21	Copart / car documents	121 – 124
22	Updated lease document signature page	125
23	Selection of documents from Leeds City Council's Closure Order application	126 - 138
24	Photos – selection of Challenge 25 posters	139 - 140



HM Revenue
& Customs

Corporation Tax Company Unique Taxpayer Reference (UTR)

J21DA00011FUAA0000002854001001 999 000

GUSTO MARKET MINI LTD
12-14 STRATMORE DRIVE
LEEDS
LS9 6AB

Issued by
CT SERVICES
HM REVENUE AND CUSTOMS
CORPORATION TAX SERVICES
HM REVENUE AND CUSTOMS
UNITED KINGDOM
BX9 1AX

Telephone 0300 2003410
Date of issue October 2023

HMRC use only: [REDACTED]

Keep the following information safe

Company Unique Taxpayer Reference (UTR) [REDACTED]
Tax Office number [REDACTED]

You will need your UTR whenever you:

- speak to or communicate with us about the company's Corporation Tax
- file your Company Tax Return

Important information for new companies only

Companies House has informed us about the formation of your new company. You are required to send us certain information within **3 months** of starting or restarting any business activity so that we know that the company is within the charge of Corporation Tax (for example, by beginning to trade, providing services, earning interest or receiving any other income).

Depending on how you incorporated you may need to take one of the following actions.

If you used the 'Set up a limited company and register for Corporation Tax' service on GOV.UK

You may have already told us that the company has started doing business, in which case the only thing left to do is set up HMRC's online Corporation Tax services for the company.

If, however, you told us you didn't intend to start any business activity now or in the near future we will have updated our computer records with this information.

Set up HMRC's online Corporation Tax services

We will post an activation code, along with instructions on how to set up HMRC's online Corporation Tax services. This should arrive within 3 weeks. When you receive this, you should activate HMRC's online Corporation Tax Services and keep your login details safe.

After you have activated HMRC's online Corporation Tax services, you will be able to use the company's business tax account to:

- find the company's UTR
- file Company Tax Returns and accounts
- check the company's outstanding liabilities and payments
- find the correct payment reference number to pay the company's Corporation Tax
- file Company Tax Returns
- pay Corporation Tax
- check the company's accounting periods

M21DA00047A
H21DAN07G30
Page 1 of 2 / 0002854 / 0005707

If you didn't use the 'Set up a limited company and register for Corporation Tax' service on GOV.UK

If you need to tell us your company is active

The best way to do this is to use HMRC's online tax registration service, or in writing at the above address. To find out how to do this, go to www.gov.uk/guidance/corporation-tax-trading-and-non-trading. When prompted, you will need to enter the 3-digit tax office number shown above.

You will also need to file tax returns online. For more information about this, go to www.gov.uk/company-tax-returns

If your company is Not Trading or is Dormant

You must inform HMRC at the earliest opportunity and the best way to do this is online at www.gov.uk/tell-hmrc-your-company-is-dormant-for-corporation-tax. If you have not informed HMRC you are dormant you will still be required to submit a Company Tax return online. Failure to do so may result in penalties being raised against the company. For more information to help you check if the company is active or not for HMRC, go to www.gov.uk/guidance/corporation-tax-trading-and-non-trading

Information for Non-UK resident companies

If you are a non-UK resident company and have become chargeable to UK Corporation Tax because you have started or restarted any business activity, you will need to set up HMRC's online Corporation Tax services for the company to file your Company Tax Return. For more information about this, go to www.gov.uk/log-in-register-hmrc-online-services and click on 'Sign in' to create sign in details or access your online account.

Further information

Authorising an agent or accountant

For information on how to authorise someone to deal with the company's Corporation Tax affairs, go to www.gov.uk/appoint-tax-agent

We cannot give advice or help you complete your company accounts and recommend you seek assistance from a qualified accountant if necessary.

Reporting and paying Corporation Tax

For information on reporting and paying Corporation Tax, go to www.gov.uk/corporation-tax



LEEDS.GOV.UK

This is an automated email from

Leeds City Council.

Payment receipt

A payment with following details was received. Please keep this email as proof of your payment.

Payment details

Receipt number

[REDACTED]

Authorisation code

[REDACTED]

Payment date

23/10/2023

Payment amount

£ 46.00



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LEEDS.GOV.UK

This is an automated email from

Leeds City Council.

**Application to
specify an
individual as a
premises
supervisor or
transfer a
premises
licence
submission
details**

Your reference number is



Keep this reference number as you will need it in any future contact.

Form has been submitted with following details.



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Form has been submitted with following details.

Who is completing this form

Are you the applicant or their authorised solicitor or representative?

Applicant

Premises licence details

What is the premises licence number?

PREM/01387/005

Name and address for the premises licence

Baba Jaga 2, Baba Jaga, 12 - 14
Strathmore Drive, Harehills,
Leeds, LS9 6AB



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Transfer or variation details

Do you want these changes to take immediate effect?

Yes

Applicant details

Do you want to transfer a licence?

Yes

Licence transfer applicant 1

In what capacity are you applying for a premises licence?

A person other than an individual. For example as a limited company, as a partnership, as an unincorporated association or



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unincorporated association or
other similar position

Individual or other applicants

I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities

Name of applicant

gusto market mini ltd

Address of the organisation or other applicant

BABA JAGA 2, 12-14
STRATHMORE DRIVE,
HAREHILLS, LEEDS, LS9 6AB

Mobile phone

[REDACTED]

Email address

[REDACTED]

Preferred contact

Mobile phone



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MOBILE phone

Do you have a registered number?

Yes

Registered number

15221638

Description of applicant

company ltd

Interim authority notice

Is the applicant the holder of the premises licence under an interim authority notice?

No

Consent form

Has the existing licence holder completed a consent form for the transfer?

Van



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Baba Jaba 2 Ltd
12-14 Strathmore Drive
Leeds
LS9 6AB

Elections & Regulatory Services
Entertainment Licensing
Civic Hall
Leeds LS1 1UR

Contact: Mrs Bridget Massey
Tel: 0113 378 5029
Fax: 0113 2243885
Email: entertainment.licensing@leeds.gov.uk
Our Ref: A80/PREM/01387/005

8th August 2023

Premises Licence: PREM/01387/005

For: Baba Jaga 2, Baba Jaga, 12 - 14 Strathmore Drive, Harehills, Leeds, LS9 6AB

Please find enclosed your new premises licence in two parts. The Part A full licence and the Part B summary licence. You should check the details on the licence carefully. The licensing authority is prepared to correct clerical errors for up to 28 days upon receipt of this letter. Beyond that time, any change must be made as an application for a new licence or as a variation. This does not affect your statutory right of appeal.

It is a requirement of the Licensing Act 2003 to display the Part B summary licence (or a certified copy) on your premises. You should keep Part A (or a certified copy) on the premises. In your absence the Part A must be under the control of a nominated person who has been authorised in writing by yourself for this purpose.

Can we remind you that it is an offence to operate other than in accordance with the provisions of your licence. The penalty on conviction for doing so is an unlimited fine and/or 6 months imprisonment.

You will also need to ensure that you have the necessary planning and building control permissions for your property. Nothing in your new licence changes existing law in relation to these matters.

Please note that an annual fee of £180.00 will be required on the anniversary of the first grant of the premises licence for these premises. This will fall on the 24th November 2023.

Also attached is guidance produced by Leeds City Council Health and Safety team as an explanation of conditions that may be attached to this licence.

COVID-19 (Coronavirus)

All premises being used for licensable activities must have a COVID-19 risk assessment and operate to meet Government guidelines. Latest information may be accessed at: <https://www.gov.uk/coronavirus>

The relevant enforcement authorities, including Environmental Health and Trading Standards, will monitor compliance. Businesses that fail to meet their responsibilities will be subject to community protection notices, prohibition notices and, potentially, unlimited fines

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

Yours faithfully



Mrs Bridget Massey
Licensing Officer
Entertainment Licensing



Health and Safety Service

Advice for Premises Licence Holders

This advice sheet should assist you meet some of the public safety conditions placed on your licences where Leeds City Council are the Enforcing Authority. The conditions are simple measures and any recording asked for should be proportionate to the relative size and nature of your business. If you are finding complying with the measures difficult please contact the Health and Safety Team.

Public Safety 3: Management Arrangements

Before opening to the public, checks will be undertaken to ensure all access to the premises are clear for emergency vehicles. Regular checks will be undertaken when the premises is open.

The aim of this condition is to ensure any outside areas in your control, do not have any obstacles (skips and cars) that might hinder access to emergency vehicles. A check around the premises before you open should be undertaken and any subsequent checks should be based on your knowledge of previous problems.

Written records of all accidents and safety incidents involving members of the public will be kept. These will be made available at the request of an authorised officer.

A simple diary is sufficient to record incidents and accidents to the public. If you already use a diary for other premises activities use that. If you do use a diary you should not record personal details (this is a data protection issue). Alternatively you can obtain a statutory accident book (used to record accident to employees).

Good practice should be to review the records to check for recurring patterns.

A suitably trained and competent person must ensure regular safety checks of the premises including decorative and functional fixtures, floor surfaces and equipment (including electrical appliances) to which the public may come into contact are undertaken. Records of these safety checks must be kept and made available for inspection by an authorised officer.

The aim of this condition is to ensure sufficient safety checks are undertaken to pick up obvious visual defect in the premises and fixtures that might affect the public. The checks will take longer the larger the public areas. Recording should be kept simple and not over burdensome. You may wish to write a list of the areas and fixtures to be checked for the person who will undertake the checks. The routine checks can then be recorded 'checks completed' 'OK' or a record of the faults found. This can be recorded in something as simple as the workplace diary. If your premises already use some type of check list a separate one is not required.

Anyone who undertakes visual checks on electrical equipment must be trained to ensure their safety.

Advice can be obtained in 'Electrical Safety and You' INDG 231, 'Maintaining Portable Electrical Equipment in Hotels and Tourist Accommodation' INDG 237 'Maintaining Portable Electrical Equipment in offices and other low-risk environments' INDG 236

Good practice should be to review the checks and take action to rectify defects

During opening hours the cellar door must be kept locked or adequately supervised to prevent unauthorised access by the public.

There have been a number of deaths from the public falling down cellar stairs that are accessible from the public areas. You should ensure the cellar door is kept locked; or if access is required during the opening period that the door is supervised to prevent access. (You may wish to see if a Yale type lock is suitable for your door.)

Empty bottles and glasses will be collected regularly paying particular attention to balcony areas and raised levels.

The collection period should prevent large amounts of empty glasses being on tables and where applicable balconies etc.

Public Safety 4:- Fire/Electrical Safety

Electrical installations will be inspected on a periodic basis (at least every 3 years or at a frequency specified in writing) by a suitably qualified and competent person. If used, any temporary electrical wiring and distributions will also be inspected. Inspection records/certificates will be kept. These will be made available at the request of an authorised officer.

The frequency of the inspections should be determined by the competent electrician, the next inspection is usually recorded by them on the inspection certificate. If temporary electrics such as entertainment equipment are brought on site you should have them inspected by an electrician or ask the person bringing them on to your site to do this.

One of the following protective measures shall be used for all socket-outlets which may be used for the connection for lighting, video or sound amplification equipment and display models:

- a) **Each socket-outlet circuit shall be protected by a residual current device having a rated residual operating current not exceeding 30mA.**

or

- b) **Each individual socket-outlet shall be protected by an integral residual current device having a rated residual operating current not exceeding 30mA.**

The current operation of all residual current devices shall be checked regularly by pressing the test button. If the device does not switch off the supply, an electrical contractor should be consulted. At the same time action should be taken to prohibit the use of socket outlets associated with a faulty residual current device

You should consider following the advice in 'Electrical Safety For Entertainers' INDG 247 regarding the use of a Residual Current Device (RCD) with the equipment.

It is acceptable to keep records at a place other than the premises, as long as they can be requested and obtained.

Public Safety 6:- General Housekeeping

Regular safety checks of guarding to stairs, balconies, landings and ramps will be undertaken, and a supervision policy will be maintained to prevent people from inappropriate behaviour including climbing which may lead to a fall from height

This condition is applied to premises on several levels where inappropriate behaviour due to the influence of alcohol may lead (and has led) to people being injured by climbing over barriers. If your premises are large and on many levels a policy of checking such areas must be put in place. This can be done by CCTV if this is in place.

This condition may not stop accidents from occurring but it is intended to reduce the risk of one by good practice.

Safety glass that is impact resistant should be used wherever possible in all areas where the public may come into contact with it. Where it is not used in public areas, glazing should be shielded to protect it from impact.

If you have areas of glazing that the public may fall against it should be impact resistant. If your premises were built to recent building standards then appropriate glazing should be impact resistant.

A written spillage policy will be kept to ensure spillages are dealt with in a timely and safe manner.

Slips, trips and falls cause the most accidents to members of the public. The most obvious risk is spilt drinks. Write down simple instructions for employees (or relief managers) to follow to reduce the risk of slips in your premises. You may wish to write down details such as where the cleaning materials & wet floor signs are kept. It may include particular areas in your premises to monitor such as steps to a beer garden or areas around the bar. In larger premises you may wish to formalise safety checks required especially on areas such as stairs and balconies. You may also wish to look in to providing materials that quickly soak up large spills in areas that might cause a person to fall down stairs

Public Safety 7: Refreshments

Members of the public will be prevented from accessing hot food and drink preparation areas to prevent risk of scalds or burns to them.

This condition is for any food and drink preparation that is not done in a segregated kitchen area such as a barbecue.

Public Safety 8: First Aid

A suitably trained First Aider or appointed person will be provided at all times when the premises are open.

An appointed person is someone who has the personal qualities to stay calm in an emergency and call the relevant services. If you choose to have a first aider on site you **MUST** check with your insurance company that your public liability insurance covers any first aid provided by that person. Any first aider must be suitably trained by a register provider and refresher training undertaken as stated within that course

Adequate and appropriate First Aid equipment and materials will be available on the premises.

You should keep an adequately stocked first aid box on site. Advice on what should be kept in such a box is given in Question 4 in ING 214 First Aid at Work. Unless you have a trained first aider you should not use anything yourself.

A procedure for dealing with unwell members of the public will be in place including those who appear to be affected by alcohol or drugs. Staff will be appropriately trained in such procedures.

If you are a night club or other large venue that attracts young people you should have a policy in place so employees are aware of what action to take if a member of the public is found severely affected by alcohol or drugs.

Public Safety 9: Special Effects

Where strobes, lasers, smoke machines or any other special effects equipment may be used, a written health and safety policy covering all aspects of their use will be provided, and staff will be appropriately trained.

If you are going to use the above effects you must ensure they are used safely and employees have read the appropriate safety literature.

ADDITIONAL INFORMATION: Smoke-free Premises

The smoke-free law (The Health Act 2006) was introduced to protect employees and the public from the harmful effects of second-hand smoke:

1. It is against the law to smoke in enclosed public places, workplaces and in public and work vehicles. Indoor smoking rooms in public places and workplaces are not allowed.
2. You and those who manage your smoke free premises have legal responsibilities to prevent smoking and to ensure that no-smoking signs are displayed.
3. The law applies to anything that can be smoked. This includes cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes
4. Failure to comply with the law will be a criminal offence for which you may be fined or fined upon successful prosecution (up to £2500).

Please Note: Premises are considered 'enclosed' if they have a ceiling or roof and (except for doors, windows or passageways) are wholly enclosed either on a permanent or temporary basis. You may wish to provide smoking shelters but there is no requirement to provide them. If you do decide to do so, there are many issues you need to consider, including planning permission, licensing, building control, noise, litter etc

For further information, see <http://www.smokefreeengland.co.uk/resources/guidance-and-signage.html>. If you require more specific advice or wish to discuss plans for smoking shelters please contact Leeds City Council's Health and Safety Team.

Tel 0113 247 7791
Email epteam@leeds.gov.uk



Premises licence number: **PREM/01387/005**
Initial licence from: **24th November 2005**
Current version effective from: **8th February 2022**

Premises Licence

Part A Schedule 12 Licensing Act 2003

Part 1 – Premises Details

Postal address of premises, or if none, ordnance survey map reference or description

Baba Jaga 2, Baba Jaga, 12 - 14 Strathmore Drive, Harehills, Leeds, LS9 6AB

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	08:00 - 22:30
Sunday	10:00 - 22:30

Opening hours of the premises

The hours of licensable activities for the premises are as above. There are no regulated opening hours for non-licensable activities.

Alcohol is sold for consumption off the premises

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of premises licence

Baba Jaga 2 Ltd
12-14 Strathmore Drive
Leeds
LS9 6AB

Current Email Address: [REDACTED]

Mobile Telephone Number: [REDACTED]

Registered number of holder, for example company number, charity number (where applicable)

Registered business number: 12093950

Name, address and telephone number of designated premises supervisor where the premises licence authorises for the supply of alcohol

Omar Rashka

Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol

Personal licence number: PA20696

Licensing authority: Tameside Metropolitan
Borough Council

Licence issued under the authority of Leeds City Council



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

Annex 1 – Mandatory Conditions

1. No supply of alcohol may be made under this licence
 - a. At a time when there is no designated premises supervisor in respect of the premises licence, or
 - b. At a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
2. Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.
3. The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either -

- a. a holographic mark, or
 - b. an ultraviolet feature.
4. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

For the purposes of the condition set out in paragraph 1 of this condition -

- a. "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
- b. "permitted price" is the price found by applying the formula $P = D + (D \times V)$ where -
 - i. P is the permitted price,
 - ii. D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
 - iii. V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- c. "relevant person" means, in relation to premises in respect of which there is in force a premises licence -
 - i. the holder of the premises licence,
 - ii. the designated premises supervisor (if any) in respect of such a licence, or
 - iii. the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- d. "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
- e. "value added tax" mean value added tax charged in accordance with the Value Added Tax Act 1994.

Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

1. Sub-paragraph 2 applies where the permitted price given by Paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.
2. The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Embedded restrictions

5. Alcohol shall not be sold or supplied except during the hours stated on this licence and:
 - a. On Christmas Day, 12 noon to 3 p.m. and 7 p.m. to 10.30 p.m.
 - b. On New Year's Eve from the end of permitted hours on New Year's Eve to the start of permitted hours on the following day (or, if there are no permitted hours on the following day, midnight on 31st December).
6. Alcohol shall not be sold or supplied except during permitted hours.
In this condition, permitted hours means:
 - a. On weekdays, other than Christmas Day, 8 a.m. to 11 p.m.
 - b. On Sundays, other than Christmas Day, 10 a.m. to 10.30 p.m.
 - c. On Christmas Day, 12 noon to 3 p.m. and 7 p.m. to 10.30 p.m.
7. The above restrictions do not prohibit:
 - a. the ordering of alcohol to be consumed off the premises, or the despatch by the vendor of the alcohol so ordered;
 - b. the sale of alcohol to a trader or club for the purposes of the trade or club;
8. Alcohol shall not be sold in an open container or be consumed in, the licensed premises.

Annex 2 – Conditions consistent with the operating schedule

None

Annex 3 – Conditions attached after a hearing by the licensing authority

None

Annex 4 – Plans

The plans for these premises are as those submitted with the application. A copy of which is held by Leeds City Council licensing authority.

Premises Licence

Part B
Schedule 12 Licensing Act 2003

Premises licence number: **PREM/01387/005**

Initial licence from: **24th November 2005**

Current version effective from: **8th February 2022**

Premises Address **Baba Jaga 2, Baba Jaga, 12 - 14 Strathmore Drive, Harehills, Leeds, LS9 6AB**

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 08:00 - 22:30

Sunday 10:00 - 22:30

Opening hours of the premises

The hours of licensable activities for the premises are as above. There are no regulated opening hours for non licensable activities.

Alcohol consumption:

Alcohol is sold for consumption off the premises

Premises licence holder(s):

Baba Jaga 2 Ltd, 12-14 Strathmore Drive , Leeds, LS9 6AB

Registered number of holder(s):

12093950

Designated premises supervisor:

Omar Rashka

Access by children:

Access to the premises by children is unrestricted.

Licence issued under the authority of Leeds City Council

[Redacted Signature]

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

Licence produced on 08/08/2023 by Molly Royle

1. The business and your details

Organisation name **GUSTO MARKET MINI LTD**
Your full name **Mr Nabaz Karim**
Your email **[REDACTED]**
Your telephone **[REDACTED]**

2. Your People

Authorities on the account(s)

Shareholders: **Nabaz Karim: 100%**
Authorised Signatories: **Nabaz Karim**
Non-authorised Signatories: **Not applicable**

Internet Banking

Full Access (Account Signatories): **Nabaz Karim**
Delegate Full Access: **Not applicable**
View Only: **Not applicable**

To find out more about these roles go to
www.lloydsbank.com/businessopc

3. Your authorisations

Authorising requests

I/we need any one person to authorise each request.

This means any one individual signatory listed above has the ability to process a transaction or make changes to the account(s) or this authority without the knowledge of any other partners/directors/members/signatories, we will not be obliged to make any enquiries about the purpose of any transaction or the signatory's authority to conduct them. You can also authorise the changes by providing appropriate approvals. e.g. In the case of a limited company, an amending resolution passed by the board of directors and certified by a director or secretary.

Specific terms apply to internet and telephone banking, and any of our cards and other services. The above restrictions may no longer apply.

Authorising online payment

I/we need any one person to authorise each online payment.

This means to process an online payment we would need authorisation from any one of the Full Access users listed above. Any individual user can, without the authority of any other user, apply for or amend any products or services made available online. To find out more about your online payments go to www.lloydsbank.com/businessopc

4. Your accounts, products and services

Business Account Start-Up

Features

Debit Card - Mr Nabaz Karim

Payin Book

Online for Business

Features

Account Signatory - Mr Nabaz Karim

Contact my company by:

Post **Yes**
12-14,STRATMORE DRIVE,LEEDS,LS9 6AB,United Kingdom

Phone **Yes**
[REDACTED]

Email **Yes**
[REDACTED]

I agree to the following

- You are appointing Lloyds Bank plc ("the Bank" or "we/our/us") as your bankers and you are applying for the account(s) and service(s) set out in your Authority.
- You authorise the Bank to operate your account(s) and service(s) in accordance with: (i) the terms of your Authority and the General Terms and Conditions and Terms and Conditions for your Products and Services; and (ii) any applicable Tariff and Charges brochure.
- You understand that the terms of your Authority and the General Terms and Conditions (as amended from time to time) will apply to any accounts opened now or in the future.
- If you have applied for Internet Banking, you understand that the persons listed in Your People Section of your Authority will have online access to all of the Organisation's accounts opened now or in the future and that any signing instructions set out on your Authority will not apply to the online service. Unless you have requested that two or more people authorise an online request, this means that one person can, without the authority of any other user, apply for or amend any products or services made available online (including but not limited to savings accounts, overdrafts, loans and/or credit/charge cards) and make payments.
- Your Authority may only be changed in accordance with clause 2 of the General Terms and Conditions.
- All persons authorised to sign on behalf of GUSTO MARKET MINI LTD have approved the Authority. All partners, directors, members and beneficial owners who have provided personal information but are not signatories have also approved the Authority.
- The details you have provided to the Bank are accurate.
- (If you are a company or limited liability partnership), the resolutions set out in the General Terms and Conditions have been duly passed.
- (If you are a partnership), all partners are jointly and severally liable for all the liabilities of the partnership owing to the Bank.
- If you are an unincorporated organisation (club, charity or society), you accept that each signatory is jointly and severally liable for all the liabilities of the organisation owing to the Bank.
- The specimen signatures that are submitted to the Bank are correct.
- You acknowledge that the information contained in this form and information regarding the Entity and/or the Controlling Person(s) may be reported to the tax authorities of the country in which this account(s) is/are maintained. You understand this information could be exchanged with tax authorities of another country or countries in which the account holder and/or Controlling Person(s) may be tax resident.
- You certify that you are authorised to sign for the Entity and the Controlling Person(s) in respect of all the Financial Account(s) to which this form relates.
- You declare that all statements made in this Tax Residency Self-certification are, to the best of your knowledge and belief, correct and complete.
- You undertake to advise the Bank within 30 days of any change in circumstances which affects the Entity or causes the information herein to become incorrect (including any changes to the information on Controlling Persons(s) and to provide the Bank with an updated and signed Tax Residency Self-certification form.



I confirm all of the following:

- I have read and accepted the Authority to operate the account
- I have received a copy of the General Terms and Conditions and I accept them
- I have received a copy of the Account Charges & Processing Times brochure
- I have received a copy of the Financial Services Compensation Scheme Information Sheet

Digitally signed by **Mr Nabaz Karim**

Email

26/10/2023 18:34:00

Date

IP address

Our Ref: [REDACTED]
Date: 30 October 2023

1st Floor
213 Roundhay Road
Leeds LS8 4HS

[REDACTED]
c/o Gusto Market Mini Ltd
Mr N I Karim

Dear [REDACTED]

Property: Ground Floor and Basement, 12-14 Strathmore Drive, Leeds, LS15 6AB

Thank you for contacting this firm in relation to the above matter on your behalf. We will do our best to see that everything proceeds as smoothly as possible.

We attach our Terms of Business and Client Care Standards. Please refer to these as well as this letter.

Your instructions

You require a new lease for the above property for a term of 7 years. The rent will be £10,800.00 per annum. The property will be used as an off-licence/convenience store. The tenant is Gusto Market Mini Ltd.

Our advice

Our advice at this stage is to draft a lease for your consideration.

Approximate timescale

We confirm this matter should take approximately 1 to 3 months.

Next steps

- 1) Actions we are taking – we will contact the tenant's solicitor and inform them we are acting on your behalf. We will then provide the tenant's solicitor with a draft lease.
- 2) What action you need to take – please provide us with details of the terms you want to be included in the lease.

You may want the tenant to provide you with 2 traders' references and a bank reference for your consideration to ascertain they are of financial credibility.

- 3) Any further information we need from you – if we require any further information, we will contact you.
- 4) When you will be hearing from us – we will inform you once we have drafted the lease for your consideration.

Responsibility for the work

The matter will be dealt with by myself [REDACTED] I am a solicitor and shall carry out most of the work in this matter personally, but you can also contact another member of staff who will also be familiar with the file. If they are unable to help you then they will be pleased to take a message for you.

At times when I am unavailable, for example holidays, court commitment, it may be necessary for others in the firm to deal with your case, this could be a solicitor, legal executive a trainee solicitor or any other executive, your continued instructions will indicate that you authorise and agree to such other person dealing with your case when necessary. I will try to avoid changing the people who handle your file but if this cannot be avoided, I will tell you promptly of any change and why it is necessary.

We aim to offer all of our clients an efficient and effective service and I hope we will do so in this case. However, should there be any aspect of our service with which you are unhappy, which could include a complaint about a bill and which we cannot resolve you should raise the matter with [REDACTED] in accordance with our Terms of Business and Client Care Standards. We have a written complaints procedure, a copy of which will be supplied upon request. Should you require this information in an alternative format then please let us know. You should allow us at least eight weeks to deal with your complaint.

You have the right to complain to the Legal Ombudsman at the conclusion of our complaints process should your complaint not be dealt with to your satisfaction. Should you wish to do so, you must contact the Legal Ombudsman within six months of your last contact with us. You can contact the Legal Ombudsman by telephone on 0300 555 0333, by email at enquiries@legalombudsman.org.uk or by post at PO Box 6806, Wolverhampton WV1 9WJ. For more information please visit www.legalombudsman.org.uk.

If your complaint is in relation to a bill, you may also have the right to object to the bill by applying to the court for an assessment of the bill under Part 111 of the Solicitors Act 1974. The Legal Ombudsman may not deal with a complaint about a bill if the client has applied to the court for assessment of that bill. If all or part of a bill remains unpaid the firm may be entitled to charge interest of that bill.

Terms of Business

It is normal practice to ask clients to make a payment of anticipated costs and disbursements. It is helpful if you can meet requests promptly. If there is a difficulty it is important that you let us know as soon as possible.

It is important that you understand this relates solely to costs and disbursements which we anticipate will become payable in the immediate future. This is not an estimate of the overall costs of your case.

If there is any change regarding the above we will let you know.

Our total costs for dealing with drafting a new lease, liaising and negotiating with all parties involved are £650.00 plus VAT plus disbursements whether or not this matter proceeds to completion.

In the event that further work is required and we have spent more than 6 hours on your matter, in particular in the event that we become involved in legal proceedings we shall have to, of course, consider the question of further costs with you at the time.

Should we not receive further instructions the following provisions of this letter will apply with regard to interim bills and regarding Orders for Costs.

We shall deliver bills to you at regular intervals for the work carried out during the conduct of the case and will ask you for payment in advance of disbursements which we shall have to incur on your behalf. This assists our cash flow and enables you to budget for costs. We are sure you will understand that in the event of a payment not being made we must reserve the right to decline to act further and that the full amount of the work done up to that date and disbursements incurred will be charged to you. Accounts should be settled within 7 days and we reserve the right to charge you interest on a daily basis on bills that are not paid within that time at 4% over HSBC's base rate from time to time in force.

We will contact you on your personal email address that you have provided to us but please let us know if you do not want us to contact you this way and we will send you correspondence by post only.

Limitation of our liability to you

The liability of this firm to you for breach of your instructions is limited and will not exceed the amount of £3,000,000.00. We shall not be liable for any consequential, special, indirect or exemplary damages, costs or losses attributable to lost profits or opportunities.

Tax Advice

For the avoidance of doubt, as we are not familiar with your tax affairs, we are not giving you any advice on tax or taxation matters in respect of either of this transaction or generally. We strongly recommend that you take tax advice on this transaction from your accountant or other tax advisor. We are able to provide you with contact details of a number of accountants if you do not currently have an accountant of your own.

Employment Advice

If your transaction concerns employees in the sale or purchase of a business such as Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) we

strongly recommend that you obtain employment law advice from a solicitor specialising in employment law. We are able to provide you with details of employment solicitors should you require this.

Company Fees

As a standard condition of our accepting instructions from any Limited Company or PLC, the Director(s) signing acceptance on behalf of the Company hereby guarantee(s) (and, if more than one, jointly and severally) all fees and disbursements payable to us by the Company so that the Director(s) shall be personally liable) to us for the same in addition to the liability of the Company.

Identification

As solicitors we are subject to the very strict requirements of the Money Laundering and the Financing of Terrorism Regulations 2007. These regulations make it mandatory for us to obtain proof of identification for all clients and sometime people related to them. If you have not already done so please supply us with two of the original documents set out in the enclosed schedule.

You will see that there are two separate lists of documents. List 1 relates to proof of identity and List 2 related to proof of address. We require two different documents being one original document from each list as soon as possible.

I look forward to hearing from you.

Yours sincerely



Kaiser Solicitors



You are here » Home » Licensing Act Premises Search » Detail » Application

Licensing Act 2003 - Premises Licence Register as at 12:11 on 6 November 2023

D-LIGHT Convenience Store

69 Kettering Road, Northampton, Northants, NN1 4AW

Completed application 037273 which is a Transfer Application for Premises Licence from 14/07/2014 to indefinite

Applicant(s)

Full Name: Mr Nabaz Ibrahim Karim

Designated Premises Supervisor

Full Name: Mr Nabaz Ibrahim Karim

Permitted Activities

- the sale by retail of alcohol

Premises Open Hours Requested

	Time From	Time To
Monday-Thursday	08:00	23:00
Friday-Saturday	08:00	02:30
Sunday	08:00	23:00

Activities - Times Requested

	Time From	Time To
M. The sale by retail of alcohol for consumption OFF the premises only		
Monday-Thursday	08:00	23:00
Friday-Saturday	08:00	02:30
Sunday	08:00	23:00

Additional Conditions

ANNEX 1 - MANDATORY CONDITIONS

Mandatory conditions where licence authorises supply of alcohol

- (1) No supply of alcohol may be made under the premises licence -
 - (a) at a time when there is no designated premises supervisor in respect of the premises licence, or
 - (b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.

- (2) Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.

ADDITIONAL MANDATORY CONDITIONS.

The following mandatory conditions are to be applied to the licence stated above in accordance with section 3 (1) of The Licensing Act 2003 (Mandatory Licensing Conditions) Order 2010.

The following conditions shall come into force on 1st October 2010

4. (1) The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol.

(2) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and a holographic mark.

Operating Schedule Conditions

A CCTV system is in operation. recordings will be kept for 28 days and appropriate members of staff will be trained to retrieve recordings on reasonable request by an authorised officer.

Challenge 25 proof of age scheme is in place.

The Premises Licence holder and staff will work with the Police to promote the licensing objectives.

The following mandatory conditions are to be applied to the licence stated above in accordance with The Licensing Act 2003 (Mandatory Licensing Conditions) Order 2014.

The following conditions shall come into force on 28th May 2014

1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purposes of the condition set out in paragraph 1-

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979

(b) "permitted price" is the price found by applying the formula-

$$P = D + (D \times V)$$

Where -

(i) P is the permitted price,

(ii) D is the rate of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

- (i) the holder of the premises licence,
- (ii) the designated premises supervisor (if any) in respect of such a licence, or
- (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(e) "valued added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.

(2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.



You are here » Home » Licensing Act Premises Search » Detail » Application

Licensing Act 2003 - Premises Licence Register as at 12:10 on 6 November 2023

Monopol

42a Barrack Road, Northampton, NN1 3RL

Completed application 057204 which is a Transfer Application for Premises Licence from 20/02/2019 to indefinite

Applicant(s)

Full Name: Mr Nabaz Ibrahim Karim

Designated Premises Supervisor

Full Name: Mr Bakhtiyar Ahmed Hamad

Permitted Activities

- the sale by retail of alcohol

Premises Open Hours Requested

	Time From	Time To
Monday-Sunday	09:00	00:00

Activities - Times Requested

	Time From	Time To
M. The sale by retail of alcohol for consumption OFF the premises only		
Monday-Saturday	09:00	23:00
Sunday	10:00	22:00
Bank Holiday	10:00	22:00
Christmas Day	10:00	22:00
New Years Day	10:00	22:00

Additional Conditions

ANNEX 1 - MANDATORY CONDITIONS

Mandatory conditions where licence authorises supply of alcohol

- (1) No supply of alcohol may be made under the premises licence -
 - (a) at a time when there is no designated premises supervisor in respect of the premises licence, or
 - (b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.

- (2) Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.

ADDITIONAL MANDATORY CONDITIONS

The following mandatory conditions are to be applied to the licence stated above in accordance with The Licensing Act 2003 (Mandatory Licensing Conditions) Order 2010 as amended by the The Licensing Act 2003 (Mandatory Licensing Conditions) (Amendment) Order 2014.

The following conditions shall come into force on 1st October 2014

3. (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.

(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either-

(a) a holographic mark, or

(b) an ultraviolet feature.

The following mandatory conditions are to be applied to the licence stated above in accordance with The Licensing Act 2003 (Mandatory Licensing Conditions) Order 2014.

The following conditions shall come into force on 28th May 2014

1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purposes of the condition set out in paragraph 1-

(a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979

(b) "permitted price" is the price found by applying the formula-

$$P = D + (D \times V)$$

Where -

(i) P is the permitted price,

(ii) D is the rate of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

- (i) the holder of the premises licence,
- (ii) the designated premises supervisor (if any) in respect of such a licence, or
- (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;

(d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by Paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.

(2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

Conditions attached after Hearing by the Licensing Authority

- CCTV coverage must be operational during the times that the premises are open for trade.
- One of the CCTV cameras must be operating and positioned at all times towards the counter where alcohol is situated.
- All members of staff must be trained on the use and retrieval of CCTV recordings for the Police.

Licensing Objectives

Below are the additional steps that you have agreed to undertake to promote the four Licensing Objectives and which form a part of the operating schedule for these premises:

Prevention of Crime & Disorder -

Not permitted to take drinks in open containers from the premises. Spirits to be displayed behind or immediately adjacent to the servery counter and sales to be supervised service.

Will maintain a system of CCTV that conforms to the provision of the Data Protection Act 1998 and meets the requirements & expectations of the Licensing & Police authorities. CCTV will operate at all times the premises are open & recordings will be kept for 31 days. Will maintain an intruder alarm system.

Public Safety -

Will ensure circulating areas are maintained free of obstructions and provide well lit premises. Will maintain risk assessments.

Prevention of Public Nuisance -

No external plant or equipment shall be installed and operated on the premises without planning consent and any planning conditions appertaining to such consent having been complied with. No internal plant or equipment shall be installed or operated without the equipment and noise control provisions having been agreed with the council and that such equipment shall be inaudible in adjacent residential premises.

Protection of Children from Harm -

Will support the "Challenge 21" proof of age scheme, to recognise only proof of age provided by cards that carry the "PASS" logo, passport or driving licence with a photograph. Will maintain a refusals book. Will display advisory notices provided by the trading standards authority and ensure as far as possible that persons over 18 do not purchase or attempt to purchase alcohol for consumption by a minor.

Patrick Robson

From: Bryan David (PC) [REDACTED]
Sent: 03 November 2023 11:39
To: Liquor Licensing; Tracey Sandy; Patrick Robson
Subject: RE: -URGENT- Information request (BAB19/2)

Dear Mr Robson,

In relation to the request below, our records reflect that of the Councils, there are no other records associated with the premises at the times your client was associated with them on our police system.

I hope this helps.

Regards

David Bryan | PC 113

Alcohol Licensing Constable

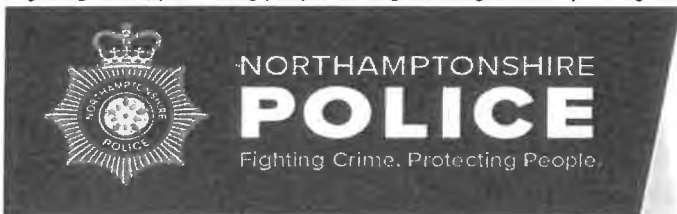
Wellingborough Police Station | Local Policing

(Telephone 101 or 03000 111 222 (if outside of Northamptonshire) [REDACTED])

: Email [REDACTED]

Address Northamptonshire Police Wellingborough Police Station Midland Road Wellingborough NN8 1HF

'Fighting crime, protecting people through intelligence led policing'



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From: Liquor Licensing [REDACTED]
Sent: 03 November 2023 11:24
To: Bryan David (PC) [REDACTED]; Tracey Sandy [REDACTED]
Subject: FW: -URGENT- Information request (BAB19/2)

From: Elaine Ibbotson on behalf of Patrick Robson [REDACTED]
Sent: Friday, November 3, 2023 11:23:55 AM
To: Liquor Licensing
Subject: -URGENT- Information request (BAB19/2)
Auto forwarded by a Rule

BE SUSPICIOUS: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good morning

We act for Nabaz Ibrahim Karim who has recently taken over operating a premises in Leeds at 12-14 Strathmore Drive, Leeds, LS9 6AB.

The reason for this email is that he previously was associated with two premises in the Northampton area as follows:

- D-Lite Convenience Store, 69 Kettering Road, Northampton, NN1 4AW; and
- Monopol, 42A Barrack Road, Northampton, NN1 3RL.

According to the Council's online Licensing Register, he was:

- Premises Licence holder and Designated Premises Supervisor at D-Lite Convenience Store, 69 Kettering Road between 14th July 2014 and 7th December 2016; and
- Premises Licence holder for Monopol, 42a Barrick Road between 20th February 2019 and 2nd July 2019.

Our client has a hearing next week in respect of his Leeds premises due to issues that occurred with the previous operator, particularly in respect of illicit tobacco and alcohol and two failed alcohol test purchases. Our client only took over the premises licence for his new premises on 24th October 2023 and so was not involved with the issues.

We are seeking to urgently confirm that with licensed premises he has been associated previously, there have been no issues. Accordingly, we should be grateful if you would urgently check your records and confirm that for the above identified premises for the dates in question whether you have any records of adverse details in connection with our client/the premises. For example, have there been any failed test purchases (alcohol/tobacco etc) or any enforcement action in relation to illicit tobacco/alcohol etc. Equally, if your records are clear for those premises for those dates, please confirm as we may need to refer to this correspondence in the hearing.

We should be very grateful if you could supply this information as a matter of urgency and if you need to speak to us about this, please telephone our Patrick Robson on [REDACTED] or [REDACTED]

Kind Regards

Patrick Robson

Partner

Sent by Elaine Ibbotson



Omega Court | 372-374 Cemetery Road | Sheffield | S11 8FT

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Practice Manager: Jonathan Pupius

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Costcutter[©]

COSTCUTTER

173-181 Rotherhithe
New Road SE16 2BE

To Whom it may concern,

Mr Nabaz I Karim has been employed as a store assistant and cashier for Costcutter 173 -175 Rotherhithe new road from 2010 until 2014 and again from 2019 until Sept 2023.

He worked both on a full-time basis and part time during his employment with us. He was very diligent when selling age restricted products and would always pass test purchase carried out by Serve legal, a company we use to carry out test purchases.

Sincerely,

Ali Khan

@yahoo.co.uk

Mob: (

06/11/2023

Property details

Licence number: 857881

Trading name and address: Costcutter
173-181 Rotherhithe New Road
SE16 2BE

Ward: North Bermondsey

Applicant and Designated Premises Supervisor details

Licence Holder Sunstar Group Limited

Designated Premises Supervisor name: Ali Raza Khan

Licence details

Licence type: Premises - Minor Variation

Date granted: March 09 2017

Licensable activities and conditions

Opening hours:

Monday 24hrs.
Tuesday 24hrs.
Wednesday 24hrs.
Thursday 24hrs.
Friday 24hrs.
Saturday 24hrs.
Sunday 24hrs.

Granted licensable activities:

Sale by retail of alcohol to be consumed off premises
Monday 24hrs.
Tuesday 24hrs.
Wednesday 24hrs.
Thursday 24hrs.
Friday 24hrs.
Saturday 24hrs.
Sunday 24hrs.

Contact us

Southwark Licensing Team
3rd Floor, Hub 1
PO BOX 64529
London
SE1P 5LX

Telephone:



E-mail:



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Patrick Robson

From: Elaine Ibbotson
Sent: 09 November 2023 13:30
To: Patrick Robson
Subject: FW: Information Request (BAB19/2)

Importance: High

From: Heron, Andrew [REDACTED]
Sent: Thursday, November 9, 2023 1:22 PM
To: Elaine Ibbotson [REDACTED]
Cc: Regen, Licensing [REDACTED] Gander, Paul [REDACTED]
Subject: FW: Information Request (BAB19/2)
Importance: High

Dear Mr Robson,

I can confirm that the Company Number is **02506998** - <https://find-and-update.company-information.service.gov.uk/company/02506998>

Ali Raza Khan has been the DPS at the Rotherhithe New Road Costcutter since 08 June 2011.

The premises has not been subject to a licensing review. I will leave it to Trading Standards to confirm if there have been any TPs or illicit goods.

Southwark's Police Licensing Team can be contacted here: SouthwarkLicensing@met.police.uk

Regards,

Andrew Heron
Pronouns: He/Him
Team Leader - Licensing
London Borough of Southwark
Regulatory Services – Environment, Neighbourhoods and Growth
[REDACTED]

Address: Licensing Unit, Hub 1, Floor 3, 160 Tooley Street, London, SE1 2QH
Switchboard: 020 7525 5000
Website: www.southwark.gov.uk

From: Elaine Ibbotson [REDACTED] **On Behalf Of** Patrick Robson
Sent: Thursday, November 9, 2023 12:41 PM
To: Regen, Licensing [REDACTED]
Subject: Information Request (BAB19/2)
Importance: High

Good afternoon

We act for Nabaz Ibrahim Karim who has recently taken over operating a premises in Leeds at 12-14 Strathmore Drive, Leeds, LS9 6AB.

The reason for this email is that our client previously worked at the Costcutter, 173-181 Rotherhithe New Road, SE16 2BE (licence number 857881) within your licensing authority area. However, he was an employee and not the Premises Licence Holder or Designated Premises Supervisor.

Our client has very recently taken over his shop in Leeds but due to issues that occurred with the previous operator (particularly in respect of illicit tobacco and alcohol and two failed test purchases) he is facing an objection to the Premises Licence transfer and also a Premises Licence Review. Our client only took over the Premises Licence for his new premises on 24th October 2023 and so was not involved with the issues.

He worked at the Costcutter according to the Costcutter's Designated Premises Supervisor (Ali Raza Khan) between 2010 and 2014 and again from 2019 until September 2023.

We should therefore be very grateful if you would urgently confirm the following:

- The company number of the Costcutter's Premises Licence holder (Sunstar Group Limited accordingly to your online Licensing Register).
- The period of time that Ali Raza Khan has been the nominated Designated Premises Supervisor at the premises.
- Whether at the Costcutter between 2010 and 2014 and from 2019 and until September 2023 you have any record of any adverse details in connection with the premises. For example, have there been any failed test purchases (alcohol/tobacco etc) or any enforcement action in relation to illicit tobacco/alcohol etc. Equally, if your records are clear for those premises for those dates, please kindly confirm as we may need to refer to this correspondence in forthcoming hearings.

We would be very grateful if you would be able to supply this information as a matter of urgency and if you need to speak about this, please telephone our Patrick Robson on [REDACTED] or [REDACTED]

In addition, we wish to make the same enquiry with the Police and your Trading Standards Team so if you have a contact email for any of those you could supply, that would be much appreciated.

Kind Regards

Patrick Robson

Partner

Sent by Elaine Ibbotson



Omega Court | 372-374 Cemetery Road | Sheffield | S11 8FT

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DATED 7 / 11 / 2023

LEASE OF PART

relating to

GROUND FLOOR & BASEMENT OF

12-14 STRATHMORE DRIVE, LEEDS LS9 6AB

between

[REDACTED] & [REDACTED]

and

GUSTO MARKET MINI LIMITED

LR1. Date of lease
[DATE]

7/11/2023

LR2. Title number(s)

LR2.1 Landlord's title number(s)

[REDACTED]

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

[REDACTED] and [REDACTED] of 12-14 Strathmore Drive, Leeds LS9 6AB

Tenant

Gusto Market Mini Limited company number 15221638 of registered office 12-14 Strathmore Drive, Leeds LS9 6AB.

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in *clause 1.1* of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in *clause 1.1* of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements set out in *paragraph 4* to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

THIS LEASE is dated the 07 day of NOV 2023

PARTIES

- (1) [REDACTED] and [REDACTED] of 12-14 Strathmore Drive, Leeds LS9 6AB (Landlord)
- (2) Gusto Market Mini Limited company number 15221638 of registered office 12-14 Strathmore Drive, Leeds LS9 6AB (Tenant)

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency:

- (a) Entry into a voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;
- (b) the making of an administration order in relation to the;
- (c) the appointment of an administrator, in any case in relation to the Tenant;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- (e) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a winding-up order in respect of the Tenant;
- (g) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck-off;
- (h) the Tenant ceasing to exist (but excluding where the Tenant dies); or
- (i) the making of a bankruptcy order against the Tenant.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant incorporated or domiciled in such relevant jurisdiction.

Annual Rent: £10,800.00 per annum.

Building: all that freehold property known as 12-14 Strathmore Drive, Leeds LS9 6AB.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Common Parts: the Building other than the Property and the Lettable Units.

Contractual Term: a term of 7 years beginning on, and including the date of this lease.

Default Interest Rate: 4% per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Insurance Rent: the aggregate in each year of:

- (a) a fair proportion of the gross cost of the premium before any discount or commission for:
 - (i) the insurance of the Building, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and
 - (ii) public liability insurance in relation to the Common Parts;
- (b) a fair proportion the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years; and
- (c) any insurance premium tax payable on the above.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of HSBC Bank PLC, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Lettable Unit: a floor or part of a floor of the Building other than the Property, that is capable of being let and occupied on terms similar to those of this lease.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: off licence/convenience store within the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 as at the date this lease is granted.

Property: the property known as Ground Floor and Basement of 12-14 Strathmore Drive, Leeds LS9 6AB forming part of the Building in respect of each of those floors bounded by and including:

- (a) the exterior door and frame and fittings including shutters;
- (b) the floorboards and floor;
- (c) the ceiling plaster finish;
- (d) the interior plasterwork and finishes of exterior walls and columns;
- (e) the plasterwork and finishes of the interior structural walls and columns that adjoin another Lettable Unit or the Common Parts;
- (f) the doors and windows within the interior, structural walls and columns that adjoin another Lettable Unit or the Common Parts and their frames and fittings;
- (g) one half of the thickness of the interior, non-structural walls and columns that adjoin another Lettable Unit or the Common Parts;
- (h) the doors and windows within the interior, non-structural walls and columns that adjoin the Common Parts and their frames and fittings;
- (i) the Landlords fixtures and fittings
- (j) the roof of the ground floor kitchen

but excluding:

- (k) the whole of the interior structural walls and columns within that part of the Building other than their plasterwork and other than the doors and windows and their frames and fittings within such walls; and
- (l) all Service Media within that part of the Building but which do not exclusively serve that part of the Building.

Recommendation Report: a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Rent Commencement Date: 20 October 2023

Rent Payment Dates: Monthly in advance on the 1st day of each month.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Service Media: all media for the supply or removal of heat electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Services: the services listed in clause **Error! Reference source not found.**

Third Party Rights: all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the title register entry of WYK212751.

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Building**, the **Common Parts**, a **Lettable Unit** and the **Property** are to the whole and any part of them or it.
- 1.7 The expression **neighbouring property** does not include the Building.
- 1.8 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 39.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 39.6.

- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.14 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.15 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.17 A reference to **writing** or **written** excludes fax and email.
- 1.18 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.19 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.20 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.21 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.



2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) the Insurance Rent;
 - (c) all interest payable under this lease; and
 - (d) all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the Rights):
- (a) the right to support and protection from the Common Parts to the extent that the Common Parts provide support and protection to the Property at the date of this lease;
 - (b) the right to use such external areas of the Building for pedestrian access to and egress from the Property as designated from time to time by the Landlord;
 - (c) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the period of 5 years from commencement of the Contractual Term;
 - (d) the right to attach any item to the Common Parts adjoining the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease;
 - (e) subject to properly maintaining the framework for and the sign board and fittings, the right to display the name and logo of the Tenant (and any authorised undertenant) on a signboard at the Building in a form and manner approved by the Landlord; and
 - (f) the right to enter the Common Parts or any other Lettable Unit so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights (other than the Right mentioned in clause 3.1(a)) only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord.
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 The Landlord may, at its absolute discretion, change the route of any means of access to or egress over the Common Parts from the Property or the interior of the Building and may change the area within the Common Parts over which any of the Rights are exercised.
- 3.7 The Landlord may from time to time designate within the Common Parts the parking spaces or bins (as the case may be) in respect of which the Tenant may exercise that Right.
- 3.8 In relation to the Rights mentioned in clause 3.1(c), the Landlord may, at its discretion, re-route or replace over the Common Parts any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.9 In relation to the Rights, where the Tenant requires the consent of the Landlord to carry out the works to the Property, the Tenant may only exercise that Right when that consent has been granted and in accordance with the terms of that consent.
- 3.10 In exercising the Right mentioned in clause 3.1(f), the Tenant shall:
- (a) except in case of emergency, give reasonable notice to the Landlord and any occupiers of the relevant Lettable Unit(s) of its intention to exercise that Right;
 - (b) where reasonably required by the Landlord or the occupier of the relevant Lettable Unit(s), exercise that Right only if accompanied by a representative of the Landlord and/or the tenant and/or the occupier of the relevant Lettable Unit(s);
 - (c) cause as little damage as reasonably possible to the Common Parts and the other Lettable Units and to any property belonging to or used by the Landlord or the tenants or occupiers of the other Lettable Units;
 - (d) cause as little inconvenience as reasonably possible to the Landlord and the tenants and occupiers of the other Lettable Units as is reasonably practicable; and

- (e) promptly make good (to the reasonable satisfaction of the Landlord) any damage caused to the Common Parts (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.

3.11 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any Lettable Unit or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any Lettable Unit or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Building and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the period of 21 years from the commencement of the term; the right to install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this clause;
- (c) at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations;
- (e) the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations;
- (f) the right to re-route any means of access to or egress from the Property or the Building and to change the areas over which the Rights are exercised provided that such re-routing or changes are not materially any less convenient to the Tenant;
- (g) the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1 are exercised.

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts.

- 4.2 The Landlord reserves the right to enter the Property:
- (a) to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
 - (b) to carry out any works to any other Lettable Unit; and
 - (c) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property, or the Building.
- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
- (a) physical damage to the Property; or
 - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments in advance on or before the Rent Payment Dates. The payments shall be

made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease and ending on the day before the next Rent Payment Date.

7. INSURANCE

- 7.1 Subject to clause 7.2, the Landlord shall keep the Building other than any plate glass insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

- 7.2 The Landlord's obligation to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

- 7.3 The Tenant shall pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) the Tenant's Proportion of any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes.

- 7.4 The Tenant shall:

- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and shall give the Landlord notice of that matter;
- (b) not do or omit anything as a result of which any policy of insurance of the Building or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased insurance or additional premium may become payable;

- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Common Parts;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk;
- (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Building refuse to pay (in relation to the Building) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them.

7.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any damage to the Building to repair the damage for which the money has been received or (as the case may be) in rebuilding the Building. The Landlord shall not be obliged to:

- (a) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Building after a notice has been served pursuant to clause 7.7 or clause 7.8

7.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or if the Common Parts are damaged or destroyed by an Insured Risk so as to make the Property inaccessible or unusable then, unless the policy of insurance in relation to the Property or the Common Parts has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use or the Common Parts have been reinstated so as to make the Property accessible or useable (as the case may be), or until the end of three years from the date of damage or destruction, if sooner.

7.7 If, following damage to or destruction of the Building, the Landlord considers that it is impossible or impractical to reinstate the Building, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but

this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

- 7.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property or the Common Parts by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use or the Common Parts have not been reinstated so as to make the Property accessible or useable within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

8. RATES AND TAXES

- 8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

- 8.2 If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other land (including any other part of the Building) the Tenant shall pay a fair proportion of the total.

- 8.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

- 8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. UTILITIES

- 9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property.

- 9.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities the supply and removal of

electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

10. COMMON ITEMS

- 10.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Building but used or capable of being used by the Building in common with other land.
- 10.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

11. VAT

- 11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 11.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

12. DEFAULT INTEREST AND INTEREST

- 12.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from and including the due date to and including the date of payment.
- 12.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from and including the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

13. COSTS

13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).
- (f) The preparation, negotiation or renewal of this lease

13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

14. COMPENSATION ON VACATING

14.1 Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

15. SET-OFF

15.1 The Annual Rent and all other amounts due under this lease shall be paid by the Tenant (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

16. ASSIGNMENTS

16.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

16.2 The Tenant shall not assign part only of this lease.

16.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:

a) a condition that the assignor enters into an authorised guarantee agreement which:

- (i) is in respect of all the tenant covenants of this lease;
- (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
- (iii) imposes principal debtor liability on the assignor;
- (iv) requires (in the event of a disclaimer of liability of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
- (v) is otherwise in a form reasonably required by the Landlord;

b) a condition that a person of standing acceptable to the Landlord acting reasonably enters into a guarantee and indemnity of the tenant covenants of this lease in such form as the Landlord may reasonably require.

16.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

- a) the Annual Rent or any other money due under this lease is outstanding or there is a material breach of covenant by the Tenant that has not been remedied;
- b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease; or
- c) the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.

16.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

19. UNDERLETTINGS

19.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.

19.2 The Tenant shall not underlet part only of the Property.

19.3 The Tenant shall not underlet the Property:

- a) together with any property or any right over property that is not included within this lease;
- b) at a fine or premium or reverse premium; nor
- c) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

19.4 The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:

- a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and
- b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

19.5 Any underletting by the Tenant shall be by deed and shall include:

- a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
- b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease;
- c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;

- d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- e) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

19.6 In relation to any underlease granted by the Tenant, the Tenant shall:

- a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
- b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
- c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

20. SHARING OCCUPATION

- 20.1 The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

21. CHARGING

- 21.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 21.2 The Tenant shall not charge part only of this lease.

22. PROHIBITION OF OTHER DEALINGS

22.1 Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at the Land Registry or by reason only of joint legal ownership).

23. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

23.1 In this clause a Transaction is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

23.2 In respect of every Transaction that is registrable at the Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by the Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the under-tenant's title).

23.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction; and
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT).
- (d) deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.

23.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

24. REPAIRS

- 24.1 The Tenant shall put and keep the Property clean and tidy and in good reasonable repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order.
- 24.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
 - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 7.2.

25. DECORATION

- 25.1 The Tenant shall decorate the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 25.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 25.3 All decoration carried out in the last three months of the term shall also be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord acting reasonably.
- 25.4 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

26. ALTERATIONS AND SIGNS

- 26.1 The Tenant shall not make any alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed, other than as mentioned in clause 26.2.
- 26.2 The Tenant may install and remove non-structural, demountable partitioning, without the consent of the Landlord provided that the Tenant shall:
- (a) not carry out any such works until it has:
 - (i) provided details of the works to the insurers of the Property; and

- (ii) given the Landlord three copies of the plans and specification for the works; and
 - (b) make good any damage to the Property and to any part of the Common Parts.
- 26.3 The Tenant shall not install nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 26.4 The Tenant shall not attach any sign, fascia, placard, board, poster or advertisement to the Property so as to be seen from the outside of the Building.
- 26.5 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.
- 27. **RETURNING THE PROPERTY TO THE LANDLORD**
- 27.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 27.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 27.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 27.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 27.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

28. USE

- 28.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 28.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Lettable Units or any owner or occupier of neighbouring property.
- 28.3 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

29. MANAGEMENT OF THE BUILDING

- 29.1 The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Common Parts and the management of the Building.
- 29.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other Lettable Unit or any neighbouring property.

30. COMPLIANCE WITH LAWS

- 30.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.
- 30.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 30.3 Within five working days after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and

- (b) in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

- 30.4 The Tenant shall not apply for any planning permission for the Property.
- 30.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file.
- 30.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 30.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 30.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

31. ENERGY PERFORMANCE CERTIFICATES

31.1 The Tenant shall:

- (a) cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Building including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property or the Building.

- 31.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld.

32. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 32.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 32.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 32.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Building nor obstruct any means of access to the Property or any other part of the Building.
- 32.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Building or that the means of access to the Property or any other part of the Building is enjoyed with the consent of any third party.
- 32.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

33. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

- 33.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 33.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 33.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

33.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 36.

34. INDEMNITY

34.1 The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them.

35. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

35.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

36. RE-ENTRY AND FORFEITURE

36.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant in, this lease;
- (c) an Act of Insolvency.

36.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

37. JOINT AND SEVERAL LIABILITY

37.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

37.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

37.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

38. ENTIRE AGREEMENT

38.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

38.2 Each party acknowledges that in entering into this lease and any documents annexed to it, it does not rely on, and shall have no remedies in respect of, any statement, representation or warranty (whether made innocently or negligently) by or on behalf of the landlord.

38.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

38.4 Nothing in this clause shall limit or exclude any liability for fraud.

39. NOTICES, CONSENTS AND APPROVALS

39.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

(a) in writing and for the purposes of this clause an email is not in writing; and

(b) given:

(i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

(ii) by fax to the party's main fax number.

39.2 If a notice complies with the criteria in clause 39.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or

(c) if sent by fax, at 9.00 am on the next working day after transmission.

39.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

39.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

39.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

(a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

(b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

39.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

(a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

39.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

40. GOVERNING LAW

40.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

41. JURISDICTION

41.1 Each party irrevocably agrees that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of or in connection with this

agreement or its subject matter or formation (including non-contractual disputes or claims).

42. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

42.1 A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Guarantee and Indemnity

1 GUARANTEE AND INDEMNITY

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

1.1.1 pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and

1.1.2 observe and perform any obligations the Tenant enters into an authorised guarantee agreement made in respect of this lease (the Authorised Guarantee Agreement) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant:

1.2.1 to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; or

1.2.2 to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

2 GUARANTOR'S LIABILITY

2.1 The liability of the Guarantor under paragraph 1.1.1 and paragraph 1.2.1 shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

2.2.1 any time or indulgence granted by the Landlord to the Tenant; or

2.2.2 any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or

2.2.3 any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or

2.2.4 the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or

2.2.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the

lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or

- 2.2.6 a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
 - 2.2.7 any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
 - 2.2.8 the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
 - 2.2.9 without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
 - 2.2.10 the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or
 - 2.2.11 any other act or omission except an express written release by deed of the Guarantor by the Landlord.
- 2.3 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

3 VARIATIONS AND SUPPLEMENTAL DOCUMENTS

- 3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:
 - 3.2.1 the variation is material or prejudicial to the Guarantor; or
 - 3.2.2 the variation is made in any document; or
 - 3.2.3 the Guarantor has consented, in writing or otherwise, to the variation.
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4 GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

- 4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in paragraph 4.2.

- 4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:
- 4.2.1 be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
 - 4.2.2 be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
 - 4.2.3 reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and
 - 4.2.4 otherwise be on the same terms as this lease (as varied if there has been any variation).
- 4.3 The Guarantor shall pay the Landlord's solicitors' proper costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.
- 4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to the Annual Rent for the period of 6 months or the period on which the Contractual Term would otherwise have expired but for the forfeiture or disclaimer, whichever shall be the shorter, and the Guarantor shall pay that amount on demand.

5 RENT AT THE DATE OF FORFEITURE OR DISCLAIMER

- 5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be subject to review on the date on which the term of the new lease commences on the same terms as those that apply to a review of the Annual Rent under this lease, such review date to be included in the new lease.

6 PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR

- 6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 6.2 The Guarantor shall not claim in competition with the Landlord in any insolvency

proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

- 6.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7 OTHER SECURITIES

- 7.1 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.
- 7.2 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

Signed as a deed by

[Redacted] [Redacted]

Landlord

In the presence of

Witness's Signature:

Name (Print):

Address:

.....

.....

Occupation:

Signed as a deed by

[Redacted]

7/11/23

Landlord

In the presence of

Witness's Signature: [Redacted]

Name (Print): [Redacted]

Address: ..

Occupation: SHOP ASSISTANT

7/11/23

Executed and Signed as a deed by the director
of Gusto Market Mini Limited

Nabaz I Karim

Tenant

07/11/2023

In the presence of

Witness's Signature: _____

Name (Print): [REDACTED]

Address: _____

Occupation: SHOP ASSISTANT.....

07/11/2023

Application for a minor variation to a premises licence or club premises certificate under the Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

Before completing this form please read the Guidance Notes at the end of the form, especially Note 1.

If you are completing this form by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and in black ink. Use additional sheets if necessary. Once completed please send your application to the relevant licensing authority. You may wish to keep a copy of the completed form for your records.

Gusto Market Mini Limited

(Insert name(s) of applicant)

being the premises licence holder(s) / club holding a club premises certificate, apply to vary a premises licence under section 41A / club premises certificate under section 86A of the Licensing Act 2003 for the premises described in Part 1 below.

Part 1 – Premises details

Postal address of premises (or, if none, ordnance survey map reference, or description)

Gusto Market (formerly Baba Jaga 2), 12-14 Strathmore Drive

Post town
Leeds

Post Code
LS9 6AB

Telephone number at premises (if any)

Premises licence number/club premises certificate number

PREM/01387

Brief description of premises (Please see Guidance Note 2)

Premises is licensed to provide sale by retail of alcohol for consumption off the premises as detailed in the premises licence.

Part 2 – Applicant Details

Please tick ✓yes

I am/ we are the premises licence holder/club premises certificate holder
(please delete as appropriate)

Contact phone number in working hours (if any)

c/o John Gaunt & Partners



Applicant Postal address IF DIFFERENT FROM PREMISES ADDRESS

Premises address

Post town

Postcode

Please provide email address if you would prefer us to contact you by email (optional)

Part 3 – Proposed variation(s)

Please tick ✓yes ✓no

Do you want the proposed variation to have effect as soon as possible?

DD MM YYYY

If not, from what date do you want the variation to take effect?

Do you want the proposed variation to have effect in relation to the introduction of the late night levy? (Please see Guidance Note 3)

✓yes

✓no

Please describe the proposed variation(s) in detail in the box below and explain why you consider that they could not have an adverse effect on the promotion of any of the licensing objectives (See Guidance Note 1). This should include whether new or increased levels of licensable activities will be taking place indoors or outdoors (indoors may include a tent):

Details of proposed variations (Please see Guidance Note 4)

Following consultation with Leeds City Council, the proposed variation seeks to add the following conditions to the premises licence:

1. CCTV shall be installed with recording facilities such recordings shall be retained for a period of 28 days (except where such retention cannot be achieved due to reasonable periods of maintenance or repair) and made available within a reasonable time upon request by the police as long as the request is in accordance with data protection principles.
2. A refusals book (or equivalent) shall be kept at the premises to record all instances where sale of alcohol is refused. Such records shall show:
 - The basis for the refusal;
 - The person making the decision to refuse; and
 - The date and time of the refusal.

Such records shall be retained at the Premises for at least 12 months, and shall be made available for inspection by the Police or any other authorised person on request. The refusal log will be checked and signed off regularly by management.

3. The premises will operate a proof of age scheme and will require photographic identification from any person who appears to be under the age of 25 years and signage to this effect is to be prominently displayed within the premises, including the premises entrance and behind the service counter.
4. All members of staff involved in the retail sale of alcohol and other age restricted products shall be trained in the prevention of underage sales at least once every 6 months. The training must include:
 - What age restricted products are sold at the store
 - The Challenge 25 policy and what this means
 - What forms of ID the business will accept as proof of age
 - How to complete the refusals book

Details of training will be recorded in an electronic or paper record and this information shall be made available for inspection by the Police or any other authorised person on request, with all such records being retained for at least 12 months. Training records must specify:

- The name of the trainee
- The name of the trainer
- The date the training was delivered
- The nature of the training, i.e. induction/initial or refresher

The trainee must also sign a declaration confirming that they have undertaken and understood the training. The declaration document shall be made available for inspection by the Police or any other authorised person on request and shall be retained for at least 12 months.

5. Signage will be displayed in the premises requesting that customers do not linger in the vicinity and refrain from causing any nuisance.

6. No alcohol or tobacco products will be purchased from unknown sources such as itinerant traders "cold callers" at the premises. A notice shall be displayed close to the entrance to the premises (either on a shop window or door etc) which clearly indicates that alcohol and tobacco products will not be purchased from "cold callers" visiting the premises.
7. All alcohol and tobacco products will be purchased from a bona fide 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 6 months and will be provided on request to a Police Officer or authorised officer of Leeds City Council with a reasonable and valid reason for doing so.
8. 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.
9. The individual known as Omar Rashka or any company for which he is a current director shall be excluded from holding this premises licence and Omar Rashka shall be excluded from being appointed as Designated Premises Supervisor at the premises. Omar Rashka will not be involved in the day to day running of the premises, nor will he be employed as a manager or as a member of staff at the premises.

In that no change is proposed to the licensable activities or licensed hours on this Licence, Boxes A – H, late night refreshment and sale by retail of alcohol have not been ticked.

Please note that there is no intention to change the layout at these premises and therefore no plans are included.

Part 4 – Operating Schedule

Please tick those parts of the Operating Schedule which would be subject to change if this application to vary were successful.

Provision of regulated entertainment (please read guidance note 5)

Please tick ✓ yes

- a. plays
- b. films
- c. indoor sporting events
- d. boxing or wrestling entertainment
- e. live music
- f. recorded music
- g. performances of dance
- h. anything of a similar description to that falling within (e), (f) or (g)

Provision of late night refreshment

Sale by retail of alcohol

(Note that this can only relate to reducing licensed hours, or moving them without any overall increase between 7am and 11pm)

Please tick to indicate you have enclosed the following:

- I have enclosed the premises licence/club premises certificate
- I have enclosed the relevant part of the premises licence/ club premises certificate.
- I have included a copy of the plan
(this is necessary if the proposed variation will affect the layout)

If you have not ticked one of the previous three boxes, please explain why in the box below.

Reasons why you have failed to enclose the premises licence/club premises certificate or relevant parts.

The premises licence documents are awaited following recent premises licence transfer and DPS change applications.

Any further information to support your application. (See Guidance Note 6)

CHECKLIST:

Please tick to indicate agreement

Please tick ✓ yes
To follow

- I have made or enclosed payment of the fee
- I have not made or enclosed payment of the fee because this application has been made in relation to the introduction of the late night levy
- I have enclosed the plan, if appropriate, of the premises in scale 1mm to 100mm, unless otherwise agreed with the licensing authority
- I have enclosed the premises licence/club premises certificate or relevant part of it or provided an explanation
- I understand that if I do not comply with the above requirements my application will be rejected.


I understand that I must now advertise my application for a continuous period beginning on the first working day after the day on which the application was given to the relevant licensing authority and ending at the expiry of the ninth consecutive working day after that day.

IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION.

Part 5 – Signatures and Contact Details

(See Guidance Note 7)

Premises Licence: Signature of applicant (the current premises licence holder) or applicant's solicitor or other duly authorised agent. (See Guidance Note 8) If signing on behalf of the applicant, please state your name and in what capacity you are authorised to sign:

Signature: John Gaunt & Partners 

Date: 9/11/23

Capacity: Solicitors for the Applicant

Where the premises licence is jointly held, signature of 2nd applicant (the current premises licence holder) or 2nd applicant's solicitor or other authorised agent (See Guidance Note 9). If signing on behalf of the applicant please state in what capacity.

Signature:

Date:

Capacity:

Where the premises is a club

I (*insert full name*) make this application on behalf of the club and have authority to bind the club

Signature:

Date:

Capacity:

Contact name (where not previously given) and address for correspondence associated with this application. (See Guidance Note 10)

**John Gaunt & Partners
Omega Court
372 Cemetery Road**

Post town: **Sheffield**

Postcode: **S11 8FT**

Telephone number (if any)

If you would prefer us to correspond with you by email your email address (optional)

[REDACTED]

[REDACTED]

Notes for Guidance

1. General Note: The minor variations process can only be used for variations that could have no adverse impact on the promotion of any of the four licensing objectives. (These are: the prevention of crime and disorder; public safety; the prevention of public nuisance; and the protection of children from harm.)

It cannot be used to:

- extend the period for which the licence has effect;
- vary substantially the premises to which it relates;
- specify, in a premises licence, an individual as the designated premises supervisor;
- add the sale by retail or supply of alcohol as an activity authorised by a licence or certificate;
- authorise the sale by retail or supply of alcohol at any time between 11pm and 7am;
- authorise an increase in the amount of time on any day during which alcohol may be sold by retail or supplied;
- include the alternative licence condition referred to in section 41D(3) of the Licensing Act 2003 in a premises licence.

2. Description of premises: For example the type of premises, its general situation and layout and any other information which could be relevant to the licensing objectives. This should include any activities in or associated with the use of the premises which may give rise to concern in respect of children regardless of whether you intend children to have access to the premises, for example (but not exclusively) nudity or semi-nudity, films for restricted age groups, the presence of gaming machines etc.

3. You do not have to pay a fee if the only purpose of the variation for which you are applying is to avoid becoming liable to the late night levy.

4. Give full details of all the proposed variation(s). Failure to provide sufficient information may lead to the refusal of your application. Details should include a description of the proposed variation(s) in terms as precise as possible. If you are not precise, the licensing authority may decide that the changes you propose would be potentially broader in scope than you intend and reject your application as not being a 'minor' variation. You should also include a statement about why you consider the variations proposed could not have an impact on the licensing objectives listed in section 4(2) of the Act. You should cover each of the objectives that could possibly apply to your proposal (or if more than one, to each proposal) and say why you think there could be no adverse impact on that objective. Your application will be assisted by including as much information as you can about this. **(However, there is a box at the end of the form for 'further information', and this should be**

used for any relevant background information not directly related to the variation.) Relevant information includes:

a) **Variations to licensable activities/licensing hours** (all timings should be given in 24 hour clock e.g. 16.00. Only give details for the days of the week when you intend the premises to be used for the activity), such as:

- Whether new or increased levels of licensable activities will be taking place indoors or outdoors (indoors may include a tent);
- Relevant further details, for example whether music will be amplified or unamplified;
- Standard days and timing when the activity will take place, including start and finish times;
- Any seasonal variations in timings, e.g. additional days during the summer; and
- Non-standard timings, e.g. where you wish the activity to go on longer on a particular day such as Christmas Eve.

b) **Variations to premises/club layout:** If you are applying for a variation to the layout of your premises, you must include a revised plan. You should be aware that your application is likely to be refused if the proposed variation could:

- increase capacity for drinking on the premises;
- affect access between the public part of the premises and the rest of the premises or the street or public way, e.g. block emergency exits or routes to emergency exits; or
- impede the effective operation of a noise reduction measure.

c) **Revisions, removals and additions of conditions:** The minor variation process may be used to remove conditions which are out of date or invalid and to revise conditions which are unclear (as long as the intention and effect remains the same). It can also be used to add a new condition volunteered by the applicant or mutually agreed between the applicant and a responsible authority, such as the police or the environmental health authority (subject to impact on the licensing objectives).

d) **Variations to opening hours:** details of any changes to hours when the premises or club is open to the public.

5. In terms of specific regulated entertainments please note that:

- **Plays:** no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500.
- **Films:** no licence is required for 'not-for-profit' film exhibition held in community premises between 08.00 and 23.00 on any day provided that the audience does not exceed 500 and the organiser (a) gets consent to the screening from a person who is responsible for the premises; and (b) ensures that each such screening abides by age classification ratings.
- **Indoor sporting events:** no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000.
- **Boxing or Wrestling Entertainment:** no licence is required for a contest, exhibition or display of Greco-Roman wrestling, or freestyle wrestling between 08.00 and 23.00 on any day, provided that the audience does not exceed 1000. Combined fighting sports – defined as a contest, exhibition or display which combines boxing or wrestling with one or more martial arts – are licensable as a boxing or wrestling entertainment rather than an indoor sporting event.
- **Live music:** no licence permission is required for:
 - a performance of unamplified live music between 08.00 and 23.00 on any day, on any premises.
 - a performance of amplified live music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500.
 - a performance of amplified live music between 08.00 and 23.00 on any day, in a workplace that is not licensed to sell alcohol on those premises, provided that the audience does not exceed 500.
 - a performance of amplified live music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not

- o exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
 - o a performance of amplified live music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school or (iii) the health care provider for the hospital.
- Recorded Music: no licence permission is required for:
 - o any playing of recorded music between 08.00 and 23.00 on any day on premises authorised to sell alcohol for consumption on those premises, provided that the audience does not exceed 500.
 - o any playing of recorded music between 08.00 and 23.00 on any day, in a church hall, village hall, community hall, or other similar community premises, that is not licensed by a premises licence to sell alcohol, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance from a person who is responsible for the premises.
 - o any playing of recorded music between 08.00 and 23.00 on any day, at the non-residential premises of (i) a local authority, or (ii) a school, or (iii) a hospital, provided that (a) the audience does not exceed 500, and (b) the organiser gets consent for the performance on the relevant premises from: (i) the local authority concerned, or (ii) the school proprietor or (iii) the health care provider for the hospital.
- Dance: no licence is required for performances between 08.00 and 23.00 on any day, provided that the audience does not exceed 500. However, a performance which amounts to adult entertainment remains licensable.
- Cross activity exemptions: no licence is required between 08.00 and 23.00 on any day, with no limit on audience size for:
 - o any entertainment taking place on the premises of the local authority where the entertainment is provided by or on behalf of the local authority;
 - o any entertainment taking place on the hospital premises of the health care provider where the entertainment is provided by or on behalf of the health care provider;
 - o any entertainment taking place on the premises of the school where the entertainment is provided by or on behalf of the school proprietor; and
- any entertainment (excluding films and a boxing or wrestling entertainment) taking place at a travelling circus, provided that (a) it takes place within a moveable structure that accommodates the audience, and (b) that the travelling circus has not been located on the same site for more than 28 consecutive days.

6. **Further information:** You should use this box to provide any additional evidence to support your claim that the proposed variation is 'minor' and could not have an adverse impact on the promotion of the licensing objectives

7. **Signatures:** The application form must be signed.

8. **Authorised agent:** An applicant's agent (e.g. solicitor) may sign the form on their behalf and, in so doing, will be confirming that they have actual authority to do so.

9. **2nd Applicant:** Where there is more than one applicant, both applicants or their respective agents must sign the application form.

10. This is the address which we shall use to correspond with you about this application. This might not be the same as the address of the premises or applicant, but these addresses must also be provided.

**Staff training pack on under
age sales**

**12-14 Strathmore Drive
Leeds
LS9 6AB**

This training is for all members involved in selling alcohol and age restricted products is intended to form part of their induction training and period refresher training.

A) Training aim

To ensure every staff member is aware of which products cannot be sold to underage persons and also:

- The premises' age verification policy;
- Dealing with refusals of sales;
- Proxy purchasing;
- Recognising valid identity documents not in the English language;
- Identifying signs of intoxication; and
- Conflict management.

B) Trainer brief

1. Allocate an appropriate time slot to spend with each staff member. A 30 minute minimum is anticipated.
2. Follow the training steps with each staff member – this is to be 'one on one' only.
3. Ensure everyone signs the training sign off sheet at the end of the training and place this with the training records.

C) Age restricted products

Start by discussing age restricted products sold at the premises (as listed below) and show the trainee where these are located.

Product	Minimum age to buy
Alcohol	18
Cigarettes / tobacco	18
Solvents	18
Gas lighter refills	18

D) Training - consequences of underage sales of alcohol /sales to persons who are drunk

Discuss that under no circumstances can age restricted products be sold to persons aged under 18 years or for alcohol to be sold to persons who are drunk.

This is the law and there are no exceptions to these are they are criminal offences.

Staff must therefore take all possible steps to make sure that these do not happen.

1. Consequences of underage sales of alcohol

Discuss the consequences of allowing such sales to take place at the premises and that preventing such sales is vitally important in promoting the licensing objectives of:

- prevention of crime and disorder;
- public safety;
- prevention of public nuisance; and
- protection of children from harm.

a. Legal implications for Seller of alcohol (i.e. the staff member)

- Fixed penalty notice (£90) for seller; or
- Prosecution for seller (Court can impose unlimited fine for under aged sales and £1,000 fine for selling alcohol to a drunk person); and/or
- Disciplinary for seller – potentially resulting in dismissal

b. Legal implications for business

- Prosecution for business; and/or
- Review of premises licence for not promoting the licensing objectives.

c. Social responsibility / other consequences

- People (particularly children) are more vulnerable when under the influence of alcohol.
- They may be more inclined to commit crimes, violent acts, anti-social behaviour and cause nuisance – either in the premises or in the locality.
- Loss of business / reputational damage to the premises.

It is also a criminal offence to knowingly allow the sale of alcohol to a child or a person who is drunk. This means that if a staff member witnesses a colleague selling alcohol to such a person and did nothing to prevent it then they have also committed an offence.

Vigilance at all times is therefore crucial.

E) Training – prevention of under ages sales of alcohol / age restricted products

1. Challenge 25 policy

Discuss the Challenge 25 policy and what this entails i.e. that ID must be checked for customers that look under 25 when selling them alcohol and that the sale will be refused if no acceptable ID is produced.

All staff must follow the Challenge 25 Scheme without exception. It is a condition on the premises licence and therefore a legal obligation.

Point out the Challenge 25 posters around the premises – use this opportunity to review their location and appropriateness. At least one poster should be on the premises entrance and another behind the service counter.

2. What forms of ID are acceptable as proof of age?

Discuss what forms of ID are acceptable as proof of age. These must contain:

- photo of customer;
- date of birth of customer; and
- either hologram or ultraviolet feature.

Discuss what forms of ID are accepted as proof of ID by the premises:

- passports;
- photo driving licences;
- proof of age scheme cards carrying the PASS hologram;
- national ID card; and
- military ID card.

3. Checking ID

Explain that even then the seller must be vigilant that the ID is neither fake nor borrowed (e.g. from an older sibling or friend etc.)

Explain advisable steps to take when ID has been produced:

- compare photo to the person's face – is it a good likeness?;
- check eye colour of the customer matches the photo. Are there any other distinguishing features such as a birth mark or mole?;
- check the date of birth to ensure the customer is over 18. Does the person look to be around the age stated on the ID?;
- check ID is current and valid. If a card, licence or passport has expired then it is not valid ID;
- ask to see other forms of ID e.g. does the signature on a debit or credit card match the signature on the ID produced?;
- can they replicate the signature on the ID without looking at the document?;
- check for tampering. Does the document appear to be of the expected quality and feel? Are there raised edges around the photo indicating a picture has been added on top of the original?;
- signs of fake ID
 - number or words fuzzy or misspelt;
 - photo has red eye;
 - holograms flake when scratched or do not react when tilted in the light; and
 - bubbles under the lamination.

Further tips for checking a driving licence:

- look for the letters DVLA;
- check the surname and numbers are raised;
- ensure the card has a hologram;
- check the driving licence words (the word 'permit' is an indicator of fake); and
- check the date of birth (a person can have a driving licence before 18).

Explain to the staff member that if in doubt, refuse service.

4. Non-UK ID documents

From time to time staff may need to check an ID documents that have been issued by a non-UK country.

Clearly, staff cannot be expected to know what all the passports, driving licences and other ID from around the world look like.

Explain the steps already advised to check that ID is genuine should also be undertaken in these situations.

Explain to the staff member that if in doubt, refuse service.

F) Training – prevention of sales of alcohol to persons who are drunk

1. Signs of drunkenness

Alcohol is always intoxicating. People become more intoxicated when they consume alcohol quicker than their body can expel it.

Explain that there is no legal definition of drunkenness. However, there are many different signs of drunkenness, including but not limited to:

- poor co-ordination;
- changes to normal speech patterns such as
 - slurred speech;
 - talking too loudly;
 - talking too fast;
- slower reactions;
- having difficulty understanding what is being said to them;
- being unable to maintain eye contact;
- unusual walking patterns such as staggering or losing balance easily;
- behaving highly emotional, aggressive, withdrawn or overly affectionate;
- glazed and/or bloodshot eyes;
- heavy sweating;
- smelling strongly of alcohol;
- slowed breathing;
- nausea and vomiting; and
- loss of consciousness.

Explain that if staff believe a person to be drunk then they must not be served any alcohol.

However, it is important to realise that certain illnesses, injuries or disabilities can replicate many of the above signs so a polite approach must always be undertaken.

If it is believed that the person's actions might be due to a medical episode (such as a stroke or hypoglycaemia) then emergency medical assistance should be sought.

2. What to do if a person is suspected to be drunk?

Explain that if someone is suspected of being drunk then staff should:

- Keep an eye on them to ensure their welfare and perhaps encourage them to seek transport home and/or seek assistance from the appropriate authorities

Explain and reiterate that if in doubt persons suspected of being drunk must be refused service of alcohol.

G) Training - proxy sales

1. What is a proxy sale?

Explain that staff should also be alert to the risk of 'proxy sales' that is

- an adult (or other person) buying alcohol (or other age restricted product) for someone aged under 18; or
- a person who is not drunk buying alcohol for a person who is drunk.

2. Potential signs of proxy purchasing relating to underage persons

Explain that signs of proxy purchasing relating to underage persons include:

- the buyer passing an alcoholic drink (or other age restricted product) to someone who appears to be underage;
- a young person choosing a drink (or other age restricted product) that someone else pays for;
- when you have already refused a sale to a group member and another person from the same group then tries to buy the same drink (or other age restricted product).

3. What staff should do?

Explain that if staff suspect proxy purchasing is taking place then the sale should be refused unless all members of the group can provide acceptable photographic ID in line with the premises' age verification policy.

H) Training - refusals

1. Handling refusals

Explain that refusing service of alcohol (or other age restricted product) to a person suspected of being under 18 and/or drunk must be done in a polite, tactful and professional manner in order to reduce the possibility of the person reacting to the refusal badly.

Staff should:

- remain calm but suitably assertive;
- explain that the law prevents the sale being made and that they may be fined or prosecuted if they did so. If the refusal relates to an underage sale it may assist to point to the Challenge 25 posters; and
- not change their mind once the decision to refuse has been made unless there is a compelling reason to do so.

If the person becomes aggressive then staff should:

- try to keep the service counter or some form of barrier between them and the aggressor;
- use relaxed body language, with open handed gestures;
- avoid prolonged eye contact; and
- seek assistance from an appropriate person be that colleagues or the Police.

Further detail is provided in training section 'I) Conflict management'.

2. Completing the refusals log

Demonstrate how to complete the refusals log in the event of a refused sale, including:

- details of the time and date the refusal was made;
- the product refused;
- the identity of the staff member refusing the sale; and
- details of the alcohol the person attempted to purchase.

Explain this must be completed after every refused sale to prove due diligence in the face of potential prosecutions.

Further, its completion is a condition of the premises licence and therefore a legal requirement and not optional.

Explain it should be kept behind the service counter.

1) Conflict management

Explain that an important part of avoiding or defusing conflict with customers is to adopt a proactive approach to service in order to avoid an escalation in the situation.

1. Signs of conflict and escalation

Signs of conflict include but are not limited to:

- raised voices;
- swearing;
- groups gathering;
- annoyed or concerned looking customers.

Signs of escalation include but are not limited to:

- angry non-verbal signals – face reddening, intense eye contact, angry facial features;
- abuse directed to the staff member;
- increasingly vulgar, abusive or threatening language;
- personal space being invaded;
- square on posture, head and chin thrust forward;
- fist clenching; and/or
- finger pointing – particularly if leading to physical contact.

2. Actions to monitor customer behaviour

Actions to undertake to help monitor customer behaviour and allow early intervention before a situation escalates include:

- monitoring of customers and conversations allowing intervention to calm down boisterous groups or individuals whose behaviour could escalate; and/or
- engaging customers in conversation to assess if an individual or group is a threat allowing pre-emptive action to be taken to calm a situation.

3. Confronting unacceptable behaviour

The situation should always be assessed before taking action. Confrontation should not be undertaken if it will likely lead to risk of injury or put anyone else in danger. In those circumstances, assistance should be sought from colleagues and/or the Police where appropriate.

Otherwise, possible actions to potentially help avoid conflict include:

- ensuring good first contact with customers by being welcoming and helpful;
- communicating positively by being pleasant and professional;
- controlling tone of voice
 - speaking clearly, politely and firmly without voice raising;
 - being more assertive by voice raising if appropriate. Aim the assertiveness at the person's behaviour rather than the person;
 - keeping tone natural and relaxed - avoid using critical, sarcastic or patronising tones as these may antagonise;
- controlling body language
 - appearing to be in control even if nervous;
 - showing understanding of customers' feelings by nodding and smiling;
 - maintaining level and natural eye contact (not staring);
 - adopting a strong stance;

- respecting personal space;
- not entering a debate or argument;
- being clear the behaviour not acceptable and explaining what will happen if it does not stop;
- separating conflicting customers if necessary;
- not showing favouritism.

Reiterate that if on assessment it is appropriate to seek assistance then staff should not try to deal with the situation until help arrives (be that colleagues and/or the Police where appropriate).

J) Quiz, staff declaration and refresher training

1. Trainee to complete quiz regarding under aged sales

Print off a copy of the quiz and ask the staff member to complete it.

For any wrong answers provide feedback and ensure errors are understood. If necessary, repeat the relevant section of training again.

If they get more than two answers wrong, take them through the training on prevention of under aged sales and quiz again.

Place the completed quiz with the staff member's training records.

2. Trainee to complete 'Age verification policy - staff declaration'

Print off a copy of the 'Age verification policy staff declaration' and have the trainee read it carefully. Answer any questions they may have.

Request them to add their name and date and sign the form.

Place the completed declaration with the staff member's training records.

3. Refresher training

'Refresher' training in these matters must take place for each staff member at least once every 6 months and records must be kept of this.

This is a legal requirement of the premises licence and so is not optional.

The 'refresher training' process is the same as the initial training provided to a staff member.

Training sign off sheet – licensing

Premises name	Gusto Mini Market
---------------	-------------------

Trainee name	Signature of trainee	Date of training	Trained by	Type of training (induction or 'refresher')	Signature of trainer

Refusal Book Log Sheet

Name of premises: Gusto Mini Market

Keep a record of any refusals that occur at the premises

Acceptable proof of age documents

1. passports;
2. photo driving licences;
3. proof of age scheme cards carrying the PASS hologram;
4. national ID cards; and
5. military IDs.

Date	Time	Description of individual refused and reason for refusal	Tried to purchase	ID produced (if any)	Refusal logged by: (print name and sign)	Action taken and outcome

Supervisor sign off: Date:

Print name:

Quiz – underage sales of alcohol

Trainee name	
Date	
Premises name	Gusto Mini Market

Score:
_____ / 10

Circle your answer(s). One point per question answered correctly.

Question	A	B	C	D
Circle the age restricted products...	Beer/Cider	Cigarettes/ Tobacco	Wine	Spirits
To buy alcohol or tobacco a person must be aged...	16	17	18	21
If I sell alcohol to an underage person I could be fined by the Court up to...	£10	£100	£5,000	There is no limit to the fine
If I sell alcohol to an underage person then...	The business could lose its licence	I could be prosecuted	I could lose my job	A, B and C could occur
If I suspect someone is underage I must...	Ask for ID	Ask how old they are	Sell them the product anyway	Call for my manager
The Challenge 25 policy means...	I must request ID from anyone appearing over 25	I must ask for ID from customers at least 25 times per day	I must request ID from anyone appearing under 25	I must accept any one of 25 types of ID if produced
Which of the following is not acceptable ID...	Passport	Birth certificate	Photo driving licence	PASS card
If I have seen their ID and I am still in doubt I must...	Refuse the sale	Ask for more ID	Sell them the product anyway	Call for my manager
The customer cannot produce any acceptable ID, I must...	Refuse the sale	Accept the ID	Sell them the product anyway	Call for my manager
If I refuse a sale I must...	Take no further action	Ban the customer	Call the police	Complete the refusals log

Trainee signature: _____

Age verification policy - staff declaration

Staff member name	
Premises name	Gusto Mini Market

The sale of alcohol or tobacco to a child (a person aged under 18) is an offence which may lead to a prosecution and fine. Such a sale could also lead to a Review of the premises licence and could result in the licence being suspended or revoked.

Gusto Market Mini Limited operates an 'age verification policy', in terms of which you must require production of an acceptable proof-of-age document if you are in any doubt as to whether a person seeking to buy age restricted products (e.g. alcohol or tobacco) is less than 25 years of age.

Only the following documents are acceptable for proof-of-age purposes:

- passports;
- photo driving licences; and
- proof of age scheme cards carrying the PASS hologram;
- national ID cards; and
- military ID.

If no such document is produced or if you have a suspicion that the document presented is not genuine, or has been tampered with or has been altered, then you must refuse the sale.

Declaration:

I confirm that I received the training on prevention of under aged sales and understand:

- **alcohol and tobacco products can only be sold to those over 18 years old;**
- **the Challenge 25 policy and what this means;**
- **what forms of ID are acceptable as proof of age;**
- **that when I refuse a sale the refusals log will be completed as soon as reasonably practicable.**

I understand that failure to comply with my training and selling alcohol or tobacco products to a person under 18 will be treated as gross misconduct and may lead to my dismissal from my employment.

Signed:

Name:

Dated:

Age verification policy - staff declaration

Staff member name	[REDACTED]
Premises name	Gusto Mini Market

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- military ID.

If no such document is produced or if you have a suspicion that the document presented is not genuine, or has been tampered with or has been altered, then you must refuse the sale.

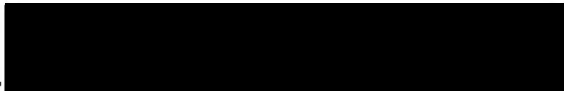
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Signed: 

Name: 

Dated: 20/11/23

Age verification policy - staff declaration

Staff member name	[REDACTED]
Premises name	Gusto Mini Market

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I understand that failure to comply with my training and selling alcohol or tobacco products to a person under 18 will be treated as gross misconduct and may lead to my dismissal from my employment.

Signed:)

Name: [REDACTED]

Dated: 20-11-23

Age verification policy - staff declaration

Staff member name	[REDACTED]
Premises name	Gusto Mini Market

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- what forms of ID are acceptable as proof of age;
- that when I refuse a sale the refusals log will be completed as soon as reasonably practicable.

I understand that failure to comply with my training and selling alcohol or tobacco products to a person under 18 will be treated as gross misconduct and may lead to my dismissal from my employment.

Signed:

Name: [REDACTED]

Dated: 22/11/23

Age verification policy - staff declaration

Staff member name	[REDACTED]
Premises name	Gusto Mini Market

The sale of alcohol or tobacco to a child (a person aged under 18) is an offence which may lead to a prosecution and fine. Such a sale could also lead to a Review of the premises licence and could result in the licence being suspended or revoked.

Gusto Market Mini Limited operates an 'age verification policy', in terms of which you must require production of an acceptable proof-of-age document if you are in any doubt as to whether a person seeking to buy age restricted products (e.g. alcohol or tobacco) is less than 25 years of age.

Only the following documents are acceptable for proof-of-age purposes:

- passports;
- photo driving licences; and
- proof of age scheme cards carrying the PASS hologram;
- national ID cards; and
- military ID.

If no such document is produced or if you have a suspicion that the document presented is not genuine, or has been tampered with or has been altered, then you must refuse the sale.

Declaration:

I confirm that I received the training on prevention of under aged sales and understand:

- alcohol and tobacco products can only be sold to those over 18 years old;
- the Challenge 25 policy and what this means;
- what forms of ID are acceptable as proof of age;
- that when I refuse a sale the refusals log will be completed as soon as reasonably practicable.

I understand that failure to comply with my training and selling alcohol or tobacco products to a person under 18 will be treated as gross misconduct and may lead to my dismissal from my employment.

Signed:

Name: [REDACTED]

Dated: 22/11/23



26/11/23

TO WHOM IT MAY CONCERN

I can confirm that I have given a new lease to MR (NABAZ KARIM) I have signed the lease on 07/11/2023 and my husband is more than happy to gin the lease on his return to uk on 04/12/2023.

We are very satisfied to have MR NABAZ KARIM as new tenant to the premises of 12-14 strathmore drive, leeds , LS9 6AB.

Seems a very genuine person.

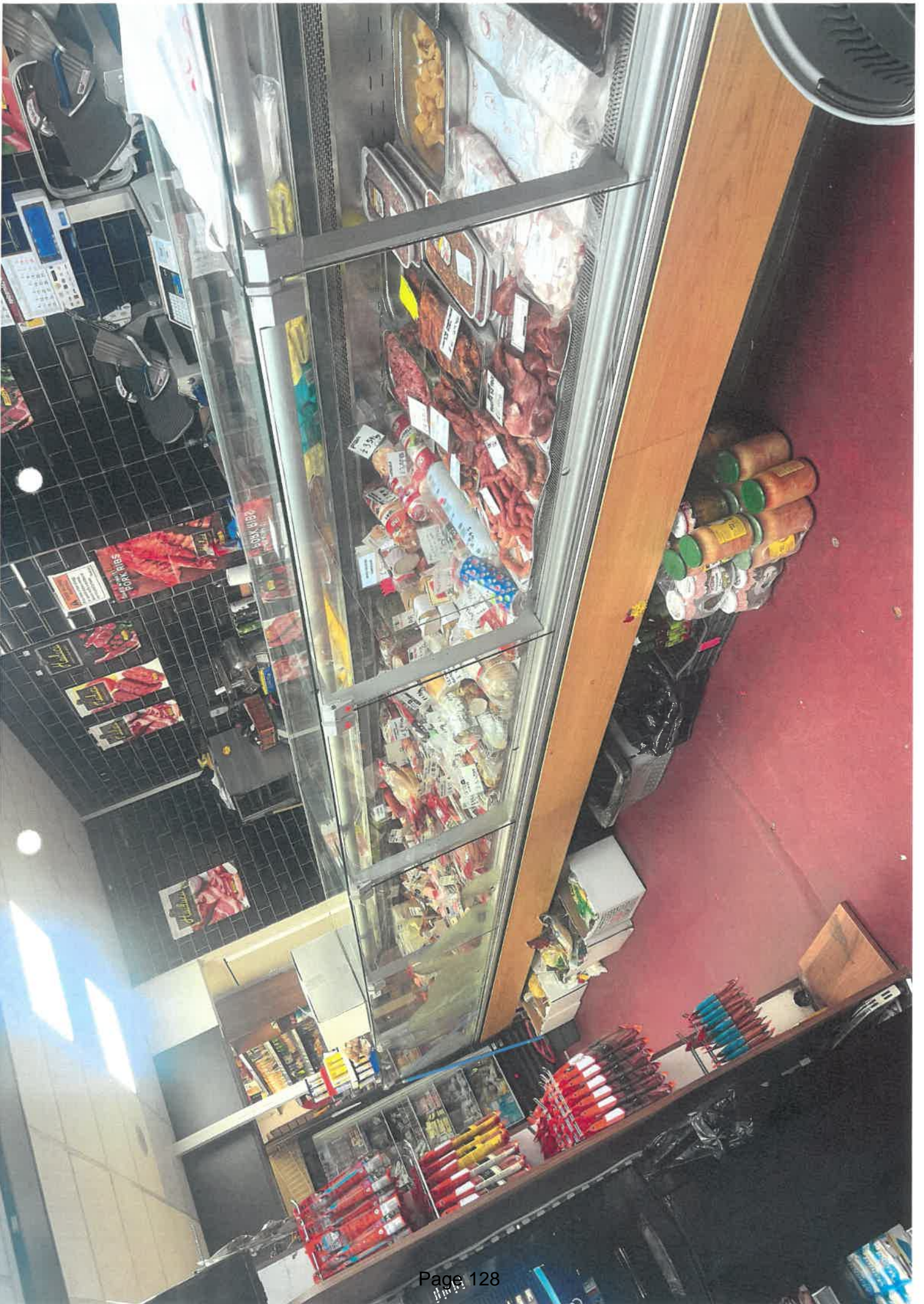
I was not fully aware the issues at the shop only recently seen the notice of reviewing premises licence out side the shop.

I don't have any knowledge of any connection between MR (NABAZ KARIM AND OMAR RASHKA) other than mr omar sold the shop to mr NABAZ KARIM and we are very satisfied in giving the lease to MR KARIM.

Many thx

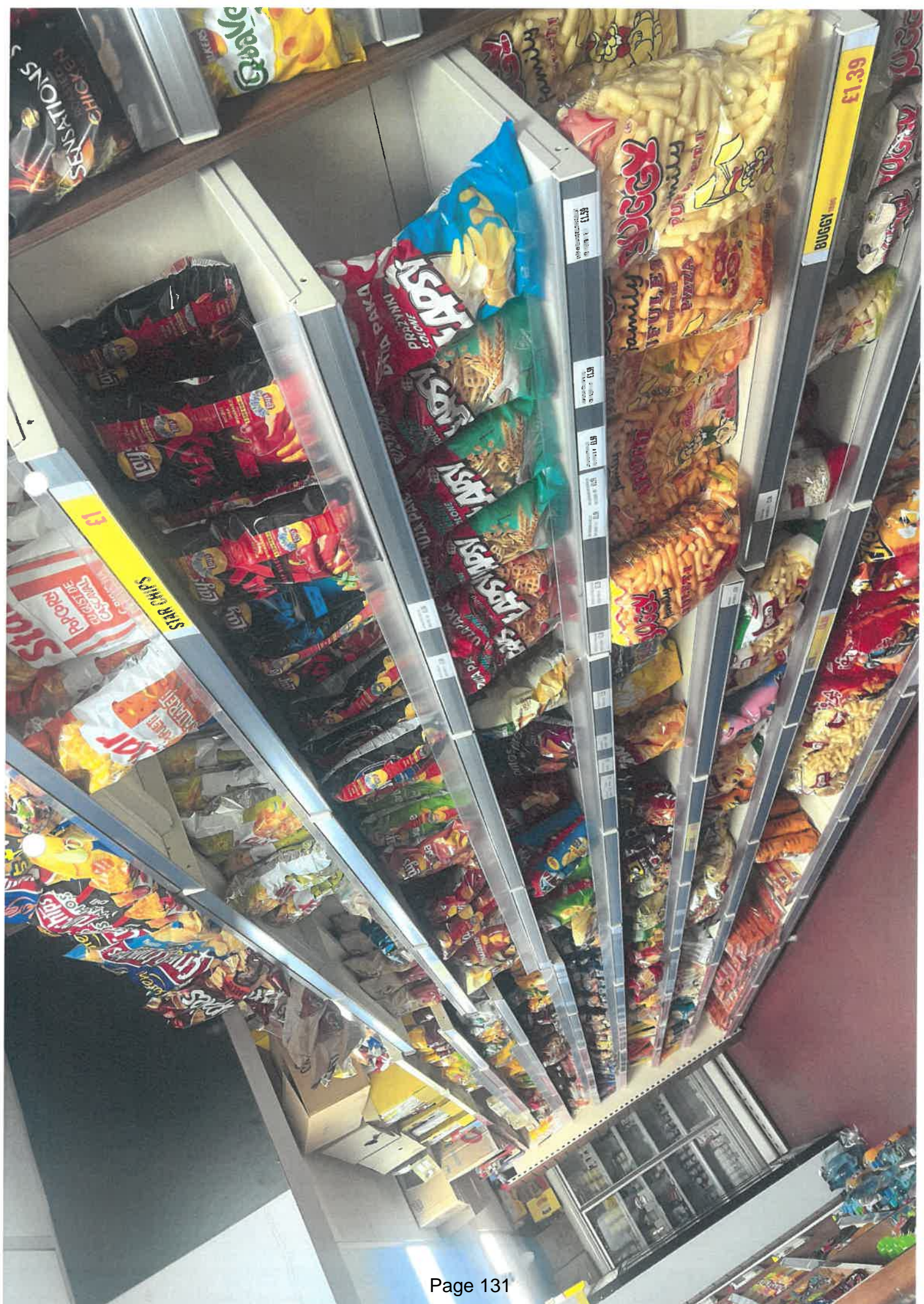


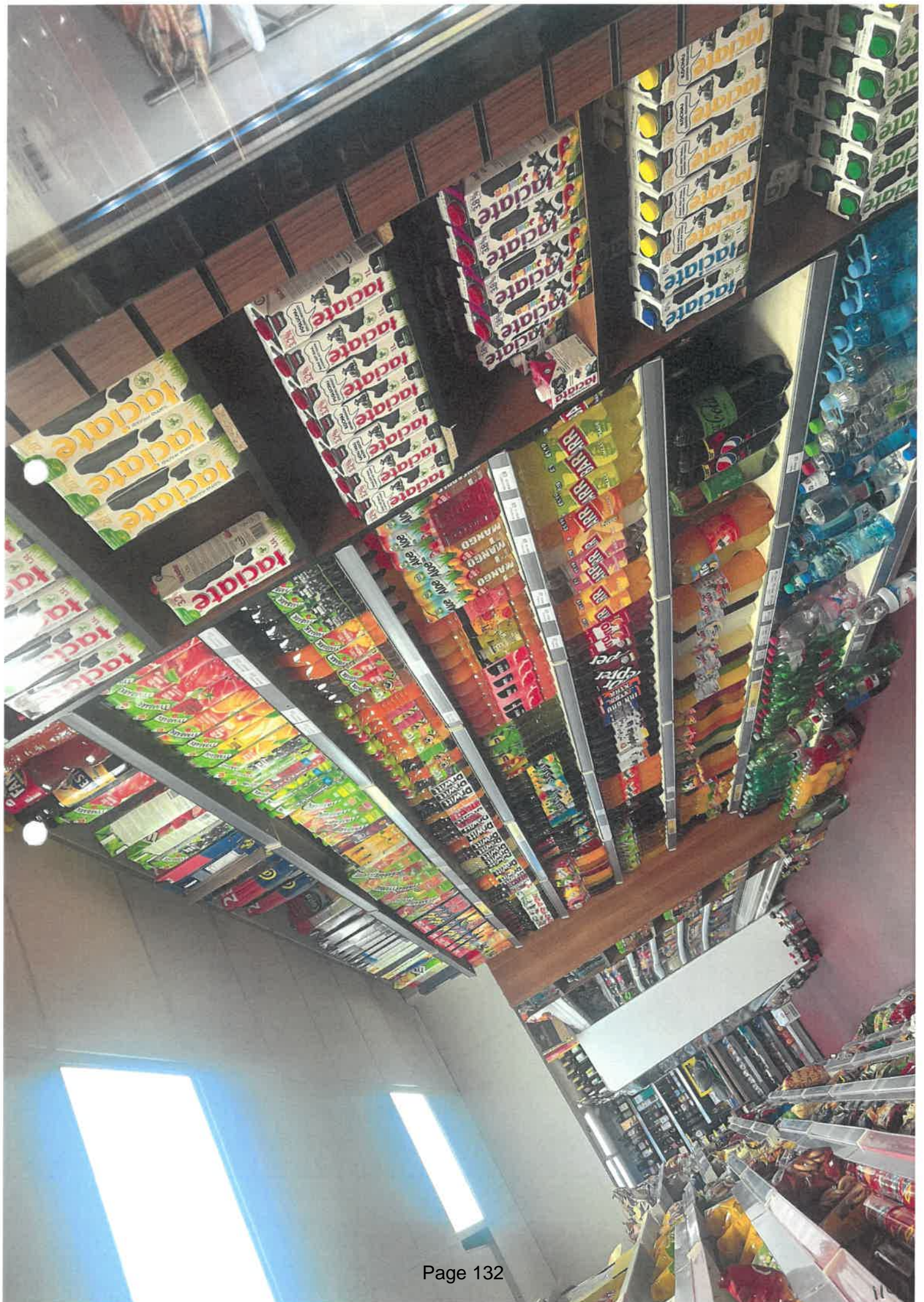
26/11/23



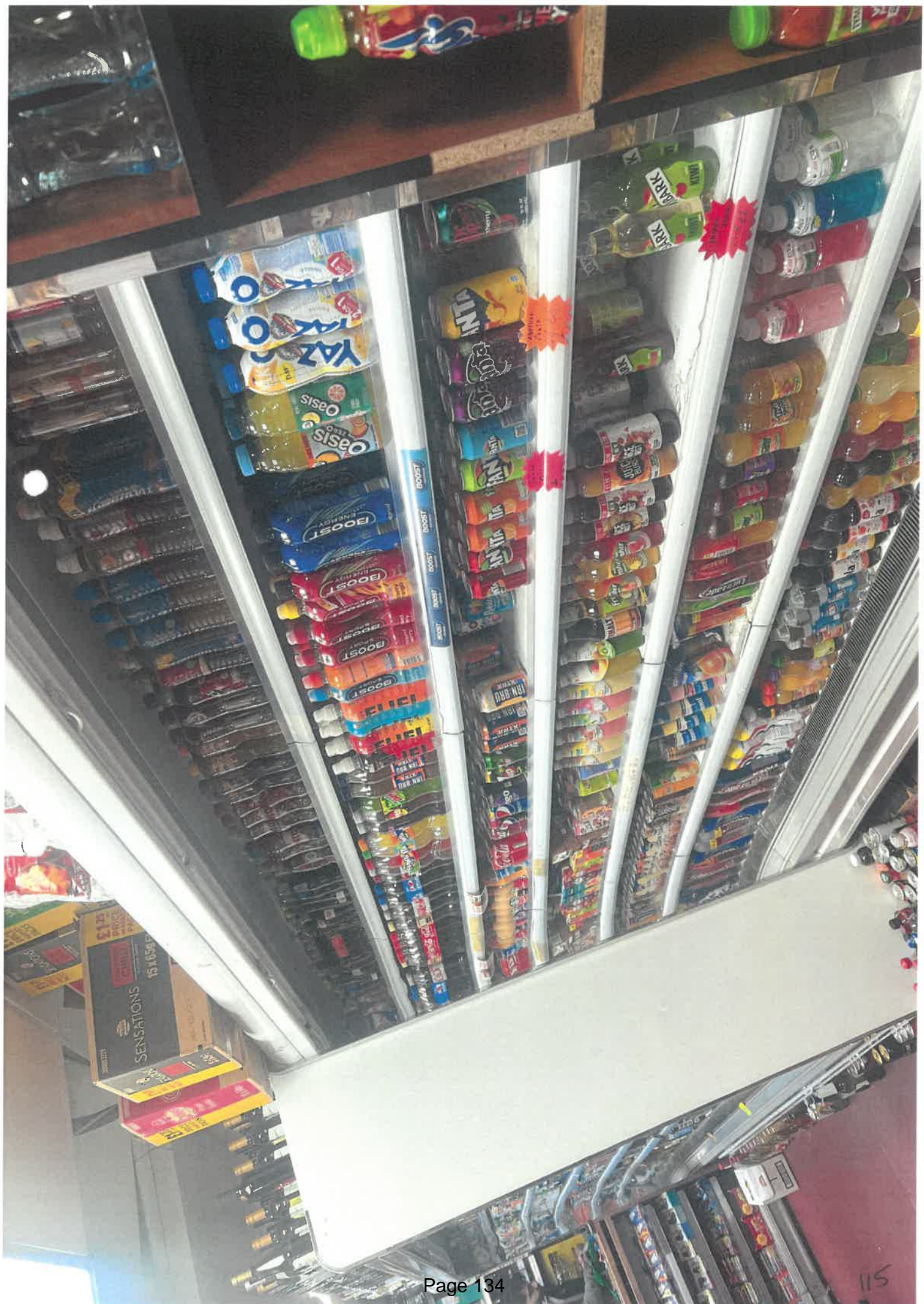


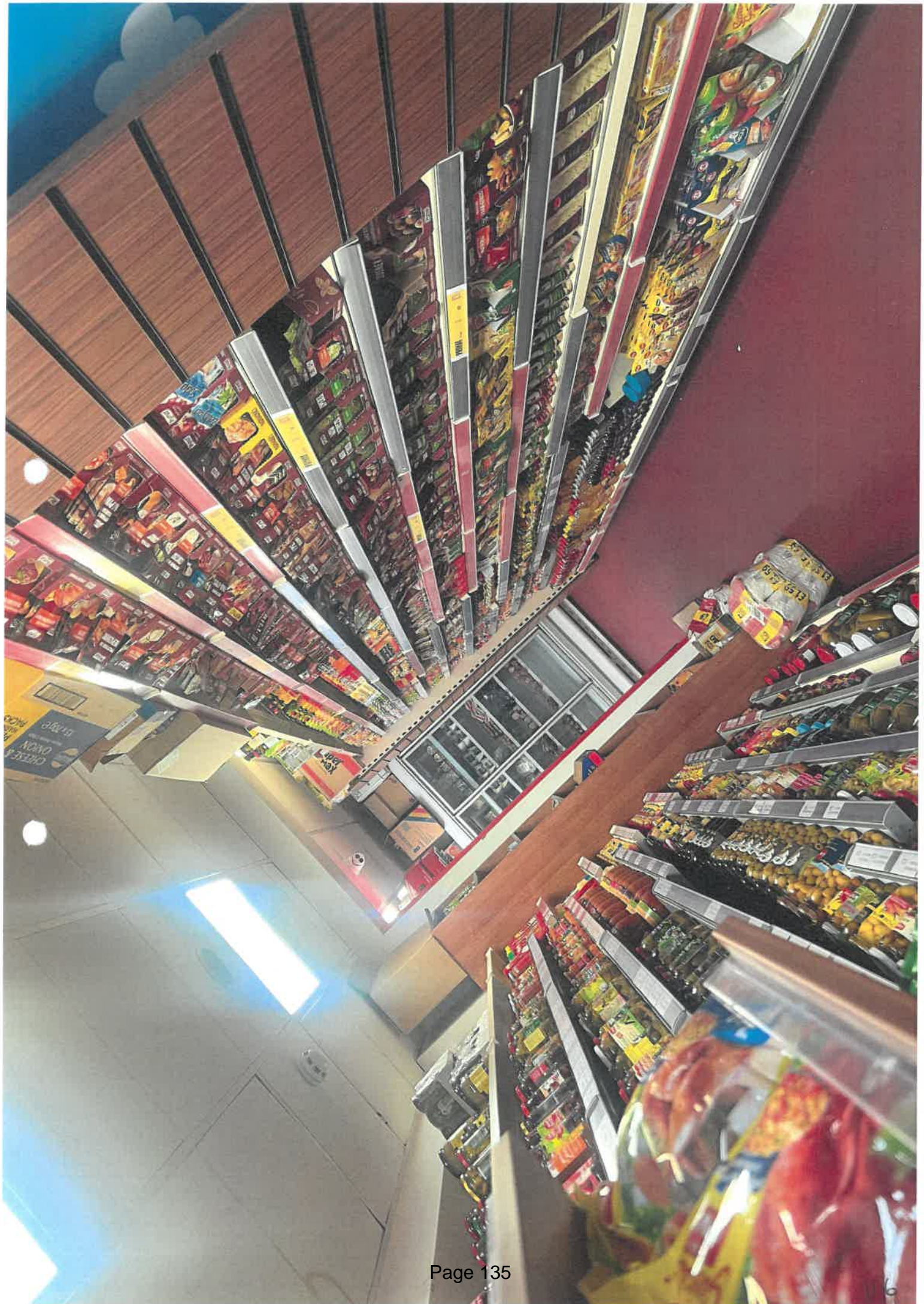




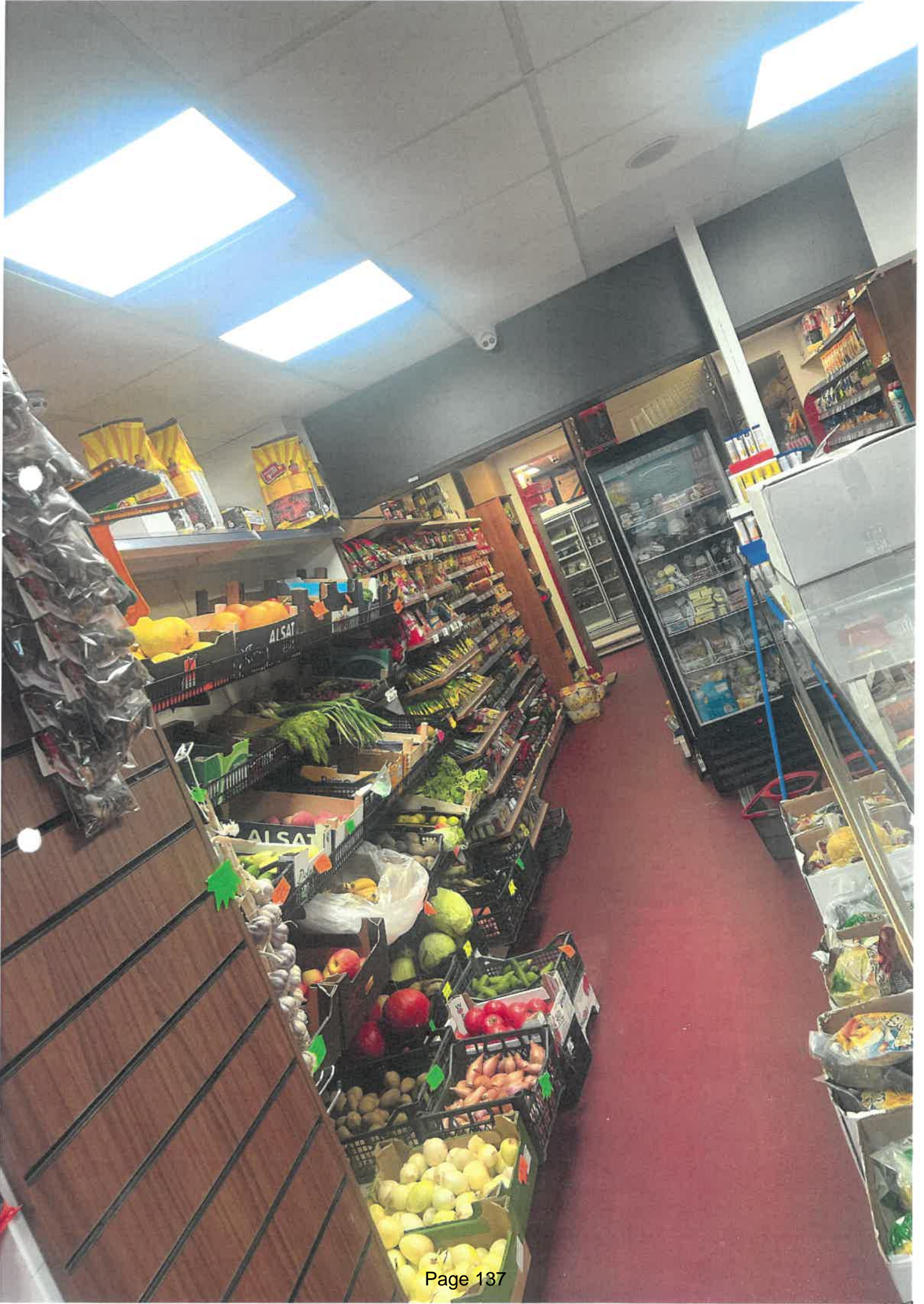




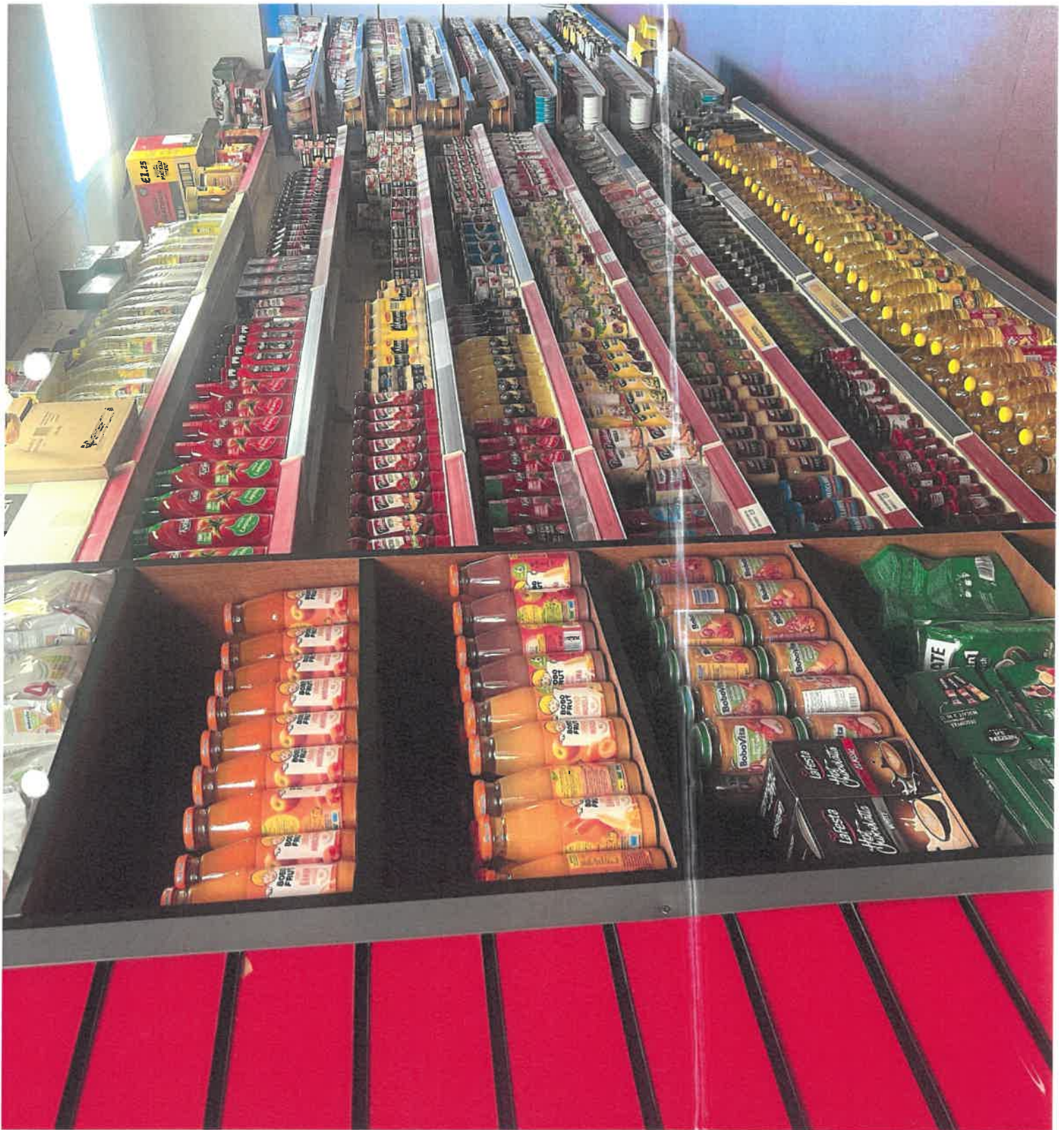
















NO PICKING
NO PRICE

[Redacted area]

CHARITY BOX
DEDICATED TO PUT FOOD ON POOR
FAMILIES' TABLES IN SUBURBIA.

10:31

< Back Account Information

If you would like to edit your physical address, please upload a relevant utility bill dated within 3 months, or email this to [Member Services](#)

or call 01234 765 459 to change this Information.

Nabaz Ibrahim Karim

Member Number:

[Redacted]

Vehicle Titles Issued to:

Nabaz Ibrahim Karim

Physical Address Line 1:

[Redacted]

Country:

United Kingdom

Town/City:

[Redacted]

Zip/Postal Code:

[Redacted]

Mailing Address Line 1:

[Redacted]

Country:

United Kingdom

Town/City:

[Redacted]

Zip/Postal Code:

[Redacted]



Account Information

Contact Information

Edit Info

Member Information

Contact email address and phone numbers can be edited below. If you would like to edit other account details, please email and include the following details:

Member Number

- To change your physical address - provide a bill or letter which includes your name and the new address (this must be dated within the last 3 months - [see examples in List B](#)).
- To change the name on the account - provide a scanned copy of your photographic ID and a [deed poll](#) certification document, if required. We can change the Account Holder's name, or add a second Account Holder, but we cannot change the company name.
- To change your account from Individual to Business - provide a bill or letter which includes your name and the new address (this must be dated within the last 3 months - [see examples in List B](#)).

[Redacted]

For anything else, please contact Member Services on 01234 765 459.

First Name Nabaz Ibrahim

Last Name Karim

Vehicle Titles Issued to Nabaz Ibrahim Karim

Physical Address: Address Line 1

Address Line 2

Country UNITED KINGDOM

City/Town

Postcode

Mailing Address: Address Line 1

Address Line 2

Country

City/Town

Postcode

EU VAT Number

Primary Phone

Alternate Phone

Mobile Number

Current Email Address [Redacted]

122



COPART UK

Buyer: 926817
NABAZ IBRAHIM KARIM

Invoice No: [REDACTED]

Date: 31/08/23

Auction Lot: [REDACTED]

VAT No: [REDACTED]

SALVAGE VEHICLE INVOICE

Vehicle: 17 AUDI A5 SPORT T BLACK VIN#: [REDACTED]
ABI Category: S VRN: [REDACTED]
Sale: 24/08/23 Item#: 2108 Yard: 419 WOLVERHAMPTON

SALE OF DAMAGED VEHICLES: This vehicle is sold as seen with no guarantee as to fitness of use. The purchaser has been given every opportunity to inspect the vehicle to his satisfaction and he is responsible for ensuring that it complies with all current Road Traffic Acts before using on the Public Highway.

Copart strongly recommends that upon completion of repairs, the vehicle is inspected and repairs approved by a member of the Institute of Automobile Engineering Assessors.

This vehicle is sold according to our standard Member Terms and Conditions posted at www.copart.co.uk.

Date: 31/08/23

Purchaser's signature: _____

* The vehicle sold on this invoice is sold under the second hand margin scheme as per Section 50a of the UK VAT Act 1994 and Article 314 of the EC Recast VAT Directive.

Input tax deduction has not been, and will not be, claimed by Copart in respect of the goods sold on this invoice.

Vehicle Price: [REDACTED] *

Buyers Premium: [REDACTED]
20.0% VAT on Charges: [REDACTED]
Net Total: [REDACTED]
VAT Total: [REDACTED]
Invoice Total: [REDACTED]

All amounts in GBP

ACREY FIELDS, WOBURN ROAD, WOOTTON, MK43 9EJ

Tel: [REDACTED] Fax: [REDACTED]

Copart UK Limited, registered in England and Wales, company no. 00929621,

VAT no. [REDACTED]

Registered office: Acrey Fields, Woburn Road, Bedfordshire, MK43 9EJ

123

V5C
CU 6345059
7/20

Driver & Vehicle
Licensing
Agency

Registration number

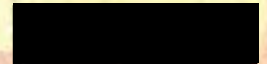


UNITED KINGDOM
UK REGISTRATION
CERTIFICATE

Registered keeper

You must make sure that the name and address printed here is correct. If it is not, see section 3.

Document reference number
Don't share, keep it safe



1623 41744 5012 01704 5005 034014
OANAR RASHKA

Acquired vehicle on 31 08 2023

Thinking of buying this vehicle?
Buyer beware...

Do you know how to spot being tricked into buying a stolen vehicle?

For tips and advice go to gov.uk/cheats-when-buying-a-used-car



THIS DOCUMENT IS NOT PROOF OF OWNERSHIP.
It shows who is responsible for registering and taxing the vehicle.

Registration Certificate translations

Registration class (e.g. private hire)	Registration category (e.g. private hire)	Category of construction	Registration system	Device (e.g. engine)	Registration country
Number of cylinders	Motor and engine	Number of cylinders	Country of registration	Country of origin	Country of origin
Registered as	Registration type	Registration type	Country of registration	Country of origin	Country of origin

Data protection

DVLA handles your personal data in accordance with road vehicle law and data protection law. The law allows us to release your data to the police and other enforcement bodies. We also provide data to other parties where the law allows it. For further information about how we process your data, your rights and who to contact, see our privacy notice at gov.uk/dvla/privacy-policy

Special notes (these notes cannot be removed)

- NO. OF FORMER KEEPERS 3
- 1. DECLARED NEW AT FIRST REGISTRATION.
- 2. THIS VEHICLE HAS BEEN SALVAGED BECAUSE OF STRUCTURAL DAMAGE, BUT IT HAS BEEN DECLARED SUITABLE FOR REPAIR FOLLOWING A TECHNICAL EVALUATION.

How to fill in your V5C Registration Certificate (log book)

Tax or SORN (Statutory Off Road Notification) using the document reference number above.

1 Change my vehicle details

You must fill in section 1 over the page and return the whole V5C to DVLA, Swansea, SA99 1BA. For more information go to: gov.uk/change-vehicle-details-registration-certificate

2 Selling or transferring my vehicle to a new keeper (not a trader)

It's quick and simple to tell us online at: gov.uk/sold-bought-vehicle Or fill in section 2 over the page and send to DVLA, Swansea, SA99 1BA. You must give section 6 to the new keeper.

3 Change my name and / or address

It's quick and simple to tell us your new address online at: gov.uk/change-address-v5c Or if your name and address has changed you must fill in section 3 over the page and return the whole V5C to DVLA, Swansea, SA99 1BA.

4 Selling, transferring or part exchanging this vehicle to a motor trader

It's quick and simple to tell us online at: gov.uk/sold-bought-vehicle Or fill in section 4 over the page and return just that page to DVLA, Swansea, SA99 1BA.

5 Permanently exporting this vehicle for more than 12 months

If you or someone you're selling the vehicle to is taking it out of the country for 12 months or more, go to section 5 over the page. For more information go to: gov.uk/taking-vehicles-out-of-uk

6 New keeper slip

Selling your vehicle, you must fill in the date of sale on section 6 over the page and give it to the new keeper. Vehicle tax or SORN isn't passed on to someone else. For more information go to: gov.uk/vehicletaxrules

Failure to tell DVLA of any changes may result in a penalty and / or prosecution.

[Redacted]

Landlord

In the presence of

Witness's Signature: [Redacted]

09/12/2023

[Redacted]

Occupation:unemployed.....

Signed as a deed by
Aziza Ahmedi

[Redacted]

7/11/23

Landlord

In the presence of

Witness's Signature: [Redacted]

Name (Print): [Redacted]

[Redacted]

Occupation: SHOP ASISSTANT

7/11/23

IN THE KIRKLEES MAGISTRATES' COURT

LEEDS CITY COUNCIL

Applicant

**IN THE MATTER OF A PREMISES CLOSURE ORDER (ANTI-SOCIAL
BEHAVIOUR, CRIME AND POLICING ACT 2014)**

Re : Baba Jaga 2, 12-14 Strathmore Drive, Leeds LS9 6AB

BUNDLE INDEX

Hearing: Tuesday 31 October 2023 at 1.45pm

Advocate for Leeds City Council : Adrian Tonge

No	DESCRIPTION	DATE	PAGE Nos
A – APPLICANT'S DOCUMENTS			
1	Application for Closure Order	30/10/23	A1-2
2	Closure Notice	30/10/23	A3-5
B – APPLICANT'S WITNESS STATEMENTS			
3	Witness statement of Tim King	05/10/23	B1-4
4	Witness statement of PC [REDACTED] Haywood	10/10/12	B5-6
5	Witness statement of PC [REDACTED] Dixon	20/09/23	B7-9
6	Witness statement of PC [REDACTED] Hussain	02/10/23	B10-11
7	Witness statement of PC Farrar	05/1/23	B12-14
8	Witness statement of Carmel Brennand	06/10/23	B15-17
9	Witness statement of Nicole Stoddart	09/10/23	B18-20
10	Witness statement of Jason Lee Bethell	11/07/23	B21-24
11	Witness statement of Jason Lee Bethell	11/10/23	B25-26

C – RESPONDENT'S WITNESS STATEMENTS

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**Application for Closure Order
(Anti-Social Behaviour, Crime and Policing Act 2014)**

LEEDS Magistrates' Court (2992)

Date: **30 October 2023**

Lawful Occupier: **Omar Rashka**

Premises Address: **Baba Jaga 2, 12-14 Strathmore Drive, Leeds LS9 6AB**

Applicant Authority: **Leeds City Council**

Relevant authorities consulted: **West Yorkshire Police**

And it is alleged:

(a) that a person has engaged, or (if the order is not made) is likely to engage in disorderly, offensive or criminal behaviour on the premises; or

(b) that the use of the premises has resulted, or (if the order is not made) is likely to result, in serious nuisance to members of the public, or

(c) that there has been, or (if the order is not made) is likely to be, disorder near those premises associated with the use of those premises.

And that the order is necessary to prevent the behaviour, nuisance or disorder from continuing, recurring or occurring

The complaint of: **Adrian Tonge** 
Principal Legal Officer
On behalf of Leeds City Council

Name of Applicant Authority: **Leeds City Council**

Address of Applicant Authority: **Legal Services
Leeds City Council,
Civic Hall,
Leeds,
LS1 1UR**

WEST YORKSHIRE POLICE
OFFICIAL SENSITIVE (when complete)

WITNESS STATEMENT

(Criminal Justice Act 1967, s.9; Magistrates' Courts Act 1980, s.5B;
Criminal Procedure Rules, Rule 16.2)

NICHE Ref. No:	<input type="text"/>	URN:	<input type="text"/>
Statement of:	PC Neil Haywood		
Date of birth:	Over 18	Occupation:	PC <input type="text"/>
This statement (consisting of <input type="text"/> 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.			
Signature:	N Haywood	Date:	10-10-23
Signature witnessed by:	N/A	Date:	
Time and date statement taken:			

Check box if witness evidence is visually recorded (supply witness defaults on rear)

I am a West Yorkshire Police Officer currently stationed on the Licensing Team covering East and Outer South Leeds. I write this statement in support of a closure order at Baba Jaga 2, 12-14 Strathmore Drive, Harehills, Leeds.

On the 4th October 2023 at 12:15 hours, We met with Omar Rashka, the premises licence holder for Baba Jaga 2. Omar was invited in for a formal meeting to discuss 2 previous sales of alcohol to children. One of the sales which took place on the 25th September was by a male named who NPT officers flagged to our department that they were concerned he was working illegally and did not have rights to work in the UK. This is a serious concern.

Omar stated in the meeting that he was the premises licence holder and had just come back from honeymoon so was not present when the sales took place. We went through both occasions when the sales took place. On the 13th September, the sale was made by a male named Omar stated he was the manager for the shop and also a personal licence holder. This is an aggravating factor, a personal licence holder has to attend a course and examination around licensing laws and the licensing objectives as part of this course. He should be well versed in his roles and responsibilities and the dangers of selling to children. This was pointed out to Omar, in the context that the sale was made a 16 year old child on this occasion.

We then went through the sale on the 25th, which again Omar accepted that this had occurred. On this occasion, the sale was to a 14 and 15 year old child. He stated that he didn't know the full name of the person making the sale. When asked how he knew this person () he stated that had randomly walked into the shop one day asking for a place to stay. Omar agreed to house him in the shop out of sympathy. He claimed was not employed by the shop and should not have been working behind the counter, and he had done this of his own accord randomly without instruction.

It was pointed out that we did not believe this story, and were incredibly concerned about how the shop was operating and that we were considering all options with regards to the shop including revoking the licence and closing it down.

Signature: N Haywood

Signature witnessed by: N/A

NICHE Ref. No:		URN:	
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Continuation Statement of: PC Neil Haywood

I have since made enquiries with Immigration Enforcement at the home office. It is confirmed by them that [REDACTED] has no right to work in the UK.

I can say that based on the conversation with Omar, I am very concerned about the operation of this shop. We have 2 sales to children, one by a licence holder who should know better, and one who has no rights to work. The story given to cover the fact [REDACTED] was behind the counter, and how he found himself staying at the shop is implausible and I believe that he was employed there illegally, the likely motive that the salary will be minimal, not recorded and under minimum wages in order to boost profits. The outcome being children as young as 14 being put at high risk of harm from alcohol. The store has failed 2 out of 2 test purchases, which begs the question how many alcohol sales have been made to children that we do not know about.

Harehills suffers high levels of crime and anti-social behaviour which has been linked to alcohol use. It has been designated a cumulative Impact Zone which means that the cumulative impact of licensed premises serving alcohol is having an impact on the community. Baba Jaga 2 sits inside that zone.

There is a strong will of the community to tackle the issues being caused by licensed premises, and this premises is clearly a major contributor with criminal acts being committed on site. West Yorkshire Police Licensing have strong concerns about the operation of this shop, believe it presents risks and dangers to the community particularly children, and fails to obey laws and rules which are in place to ensure the safe operation of the shop. We strongly support the closure of this shop under a closure order.

Signature: N Haywood

Signature witnessed by: N/A

WEST YORKSHIRE POLICE
OFFICIAL SENSITIVE (when complete)

WITNESS STATEMENT

(Criminal Justice Act 1967, s.9; Magistrates' Courts Act 1980, s.5B;
Criminal Procedure Rules, Rule 16.2)

NICHE Ref. No: 13230511415 URN:

Statement of: PC [REDACTED] SAMANTHA DIXON

Date of birth: Over 18 Occupation: POLICE CONSTABLE

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.

Signature: S.DIXON [REDACTED] Date: Wednesday 20TH September 2023

Time and date statement taken: 11:18 hours on Wednesday 20th Septemebr 2023

Check box if witness evidence is visually recorded (supply witness details on rear)

I am a Police Constable serving in West Yorkshire Police, currently based at Killingbeck Fire station. On Wednesday 13th September 2023 I was on duty in plain clothes working on a test purchase operation targeting the sale of alcohol to persons under 18 years of age. The test purchase children were given a £20 note for this operation which was returned in full at the end of the operation.

At approximately 18:55 I was in company with child X and Y aged 14 and 15 years old, who were test purchase children, and PC [REDACTED] HALL. PC HALL was also in plain clothes for this operation. We were present at Baba Jaga 2, 12 – 14 Strathmore Drive, LS9 6AB.

At approximately 18:55 I followed the test purchase children, who were working with the Police on the operation, into an off-licence premises called Baba Jaga 2, 12 – 14 Strathmore Drive, LS9 6AB

I observed the test purchase children browse the alcohol section of the store and pick up a single bottle of GUINNESS valued at £2.39. No receipt had been given at the time of the sale.

The alcohol by volume (ABV) of this product is 4.2%.

Signature: S.DIXON [REDACTED]

Signature witnessed by:

OFFICIAL SENSITIVE (when complete)

MG11

(Revised 07-06-23)

NICHE Ref. No:	13230511415	URN:	Error! Reference source not found.
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Continuation Statement of SAMANTHA DIXON

At approximately 18:57 I was standing close by when I observed the test purchase children attempt to purchase the alcoholic drink described above. I heard the seller, who I now know to be [REDACTED] state the value of the bottle of alcohol.

I saw the test purchase children hand over payment in cash for the above-described alcoholic drink which was accepted. At no time was the test purchase child asked their age or asked to show any identification indicating their age.

I left the store with the test purchase children and PC HALL to get them back to the unmarked police car that had been parked on STRATHMORE DRIVE and met with PC [REDACTED] FARRAR (uniformed officer) and informed him of the results of the test purchase.

Shortly afterwards I was present at the point of sale with PC FARRAR (uniformed officer), we had entered the store and he produced item handed to him by the test purchase children, given to him after the sale took place, and he then approached the sales staff.

At this point I also identified myself as a Police Officer and produced my warrant card for inspection.

I confirmed to PC FARRAR (uniformed officer) that the person behind the counter was the person who sold the item to the test purchaser. [REDACTED] stated to PC FARRAR that he had sold the alcoholic drink to myself, rather than the children. I pointed out at this point that I was not the person he had sold the alcoholic drink too.

Signature: S.DIXON [REDACTED]

Signature Witnessed by:

NICHE Ref. No:	13230511415	URN:	Error! Reference source not found.
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Continuation Statement of SAMANTHA DIXON

PC FARRAR (uniformed officer) then pointed out the offence to [REDACTED] the salesperson.

I was present when PC FARRAR (uniformed officer) issued him with a Community Resolution document for selling alcohol to a person under the age of 18 years contrary to S.146(1) of the Licensing Act 2003.

Signature: S.DIXON [REDACTED]

Signature Witnessed by:

WEST YORKSHIRE POLICE
OFFICIAL SENSITIVE (when complete)

WITNESS STATEMENT

(Criminal Justice Act 1967, s.9; Magistrates' Courts Act 1980, s.5B;
Criminal Procedure Rules, Rule 16.2)

NICHE Ref. No:

13230521304

URN:

Statement of: PC [REDACTED] YUSUF HUSSAIN

Date of birth: Over 18

Occupation: Police Constable

This statement (consisting of: 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.

Signature: Y.HUSSAIN

Date: 02/10/2023

Time and date statement taken: 07:57 MONDAY 2nd OCTOBER 2023.

Check box if witness evidence is visually recorded (supply witness details on rear)

I am a Police Constable serving in West Yorkshire Police, currently based at Killingbeck Police station. On MONDAY 25th SEPTEMBER 2023 I was on duty in plain clothes working on a test purchase operation targeting the sale of alcohol to persons under 18 years of age.

On the above-mentioned date, myself, PC [REDACTED] HUSSAIN, and child X aged 16 (a test purchase child) were present at BABA JAGA 2 store on STRATHMORE DRIVE, LEEDS. At approximately 18:04 hours I followed the test purchase child, who was working with the Police on the operation, into the off-licence premises called BABA JAGA 2.

I observed the test purchase child browse the alcohol section of the store and pick up and ALCOHOL MIX, BLUE, WKD, valued at £3.79. The alcohol by volume (ABV) of this product is 4%

At approximately hours 18:06 hours, I was standing close by when I observed the test purchase child attempt to purchase the alcoholic drink described above. I saw the test purchase child hand over payment in cash for the above-described alcoholic drink which was accepted. At no time was the test purchase child asked their age or asked to show any identification indicating their age. then saw the test purchase child leave the store with the alcoholic drink purchased.

I now know the seller to be:

Signature: Y.HUSSAIN

Signature witnessed by: Y.HUSSAIN

OFFICIAL SENSITIVE (when complete)

MG11

(Revised 07-06-23)

NICHE Ref. No:	13230521304	URN:	
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Continuation Statement of YUSUF HUSSAIN



Shortly afterwards I was present at the point of sale when PS [REDACTED] ELLIS entered the store and he produced the item handed to him by the test purchase child, given to him after the sale took place, and he then approached the sales staff.

At this point I also identified myself as a Police Officer and produced my warrant card for inspection.

I confirmed to PS [REDACTED] ELLIS that the person behind the counter was the person who sold the item to the test purchaser. PS [REDACTED] ELLIS then pointed out the offence to this person, the seller. I was present when the Community Resolution document for selling alcohol to a person under the age of 18 years contrary to S.146(1) of the Licensing Act 2003 was issued.

Signature: Y.HUSSAIN

MG11

Signature Witnessed by: Y.HUSSAIN

OFFICIAL SENSITIVE (when complete)

(Revised 07-06-23)

B11
135

WEST YORKSHIRE POLICE
RESTRICTED (when complete)

WITNESS STATEMENT

(Criminal Justice Act 1967, s.9; Magistrates' Courts Act 1980, s.5B;
Criminal Procedure Rules, r.27.2)

NICHE Ref. No:

URN:

Statement of: Andrew Farrar

Date of birth: Over 18

Occupation: Police Constable

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.

Signature: Andrew Farrar

Date: 5th October 2023

Time and date statement taken: 17:05 hours on 5th October 2023

Check box if witness evidence is visually recorded (supply witness details on rear)

I am a Police Constable in West Yorkshire Police, currently working in East Leeds, in the Neighbourhood Policing Team (NPT). I am a Police Constable responsible for the Gipton & Harehills ward from an NPT perspective.

I am making the following representations for the Full Closure Order for the premise of Baba Jaga 2, Strathmore Drive, Leeds, due to the impact this is having on exacerbating the street drinking problem in Harehills, and undermine the work done by the NPT to tackle this issue.

Baba Jaga 2 is a convenience store which sells various items to the local community as well as alcohol and tobacco. The premise is the size of the average Tesco Express and the shops produce is situated on one floor. I have been present on several occasions in this shop, on various test purchasing operations and joint operations with HMRC where the correct standards have not been met.

'Street drinking' and 'street drinkers' are the terms used to describe those who publicly consume large amounts of alcohol throughout the day and engage in antisocial behaviour. Many street drinkers are alcoholics, and often homeless and battling other addictions. Street drinking is part of a routine for these people, who meet in groups on the street and public places and consume large amounts of often cheap and easily available alcohol.

These street drinkers are often a focal point for antisocial behaviour. The groups are intimidating to members of the public, and frequently become loud and rowdy as they become increasingly intoxicated. Fights between people in the group are not uncommon, and neither is drinking to point of unconsciousness. Harassment of passers-by and aggressive begging is commonplace. This occurs throughout the day, during what would be considered normal working hours, when businesses are open, and members of the public are going about their daily business.

Street drinkers are a particular problem in the Harehills area. Street drinkers are frequently raised as one of the key concerns by residents to the police, and tackling street drinkers is one of the key priorities for the NPT which is highlighted from the local community.

Signature: Andrew Farrar

Signature witnessed by:

RESTRICTED (when complete)

MG11

(Revised 1.9.12)

NICHE Ref. No:		URN:	
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Continuation Statement of Andrew Farrar

Baba Jaga 2 has contributed to these on-going issues with the sale of cheap alcohol and illicit tobacco. Police have been present when a joint operation with HMRC has taken place at the premises, and a large quantity of alcohol has been seized due them not having the correct duty paid, along with tens of thousands of cigarettes being seized which were illicit. This shows the total disregard that the shop has towards following rules and regulations and following protocols when it comes to the sale of such products. The sale of these items has had a detrimental effect on the local community which is exasperating the problem of anti-social behaviour relating to alcohol.

Test purchasing with police cadets has recently taken place at Baba Jaga 2 which has resulted in the shop selling alcohol to a person under the age of eighteen which is an offence. This has resulted in the sales assistant being issued with a Community Resolution. The police cadets that bought the alcohol were under the age of sixteen, and were not even challenged their age, despite them looking their age. This shows the lack of responsibility and ownership when it comes to the sale of alcohol and the disregard for the law.

The NPT have an open problem-solving incident on police systems to assess the scale of the problem, record those involved, and document steps taken to address the issue. This started in December 2021, and in the 13 months since its creation over 100 different street drinkers have been recorded against it. These individuals are not all local to Harehills, with some travelling from elsewhere in Leeds to meet their associates and display their alcoholism on the streets of Harehills. Individuals from Meanwood, Burmantofts, South Leeds, and even Wetherby have been dealt with in Harehills in relation to street drinking by officers.

The NPT have worked tirelessly to tackle this issue. Many of those involved have been reported to Court for various offences and breaches of closure orders and public space protection orders, and officers routinely patrol the key sites to disrupt and move on those involved.

The biggest challenge in tackling this issue is the availability of cheap alcohol in the area.

The area around off-licences become the focal points for the street drinkers. Work done by the NPT and partner agencies is undermined by businesses continuing to sell alcohol to those involved, which perpetuates the problem.

Street drinkers will move between off-licences, buying from one until the issues cause them to be moved on and a temporary ban by the staff, before this is relaxed after a period of respite when they have been elsewhere.

However well-intentioned a business is, if they are selling alcohol which is appropriately priced for the demographic of the area, it will be in the sights of the street drinkers. Alcoholism is an addiction and Harehills is well-known as a ripe hunting ground.

There are ongoing investigations into organised crime gangs (OCG's) which operate in the Harehills area. One arm of OCG's business network is the sale of illicit tobacco which is

Signature: Andrew Farrar

Signature Witnessed by:

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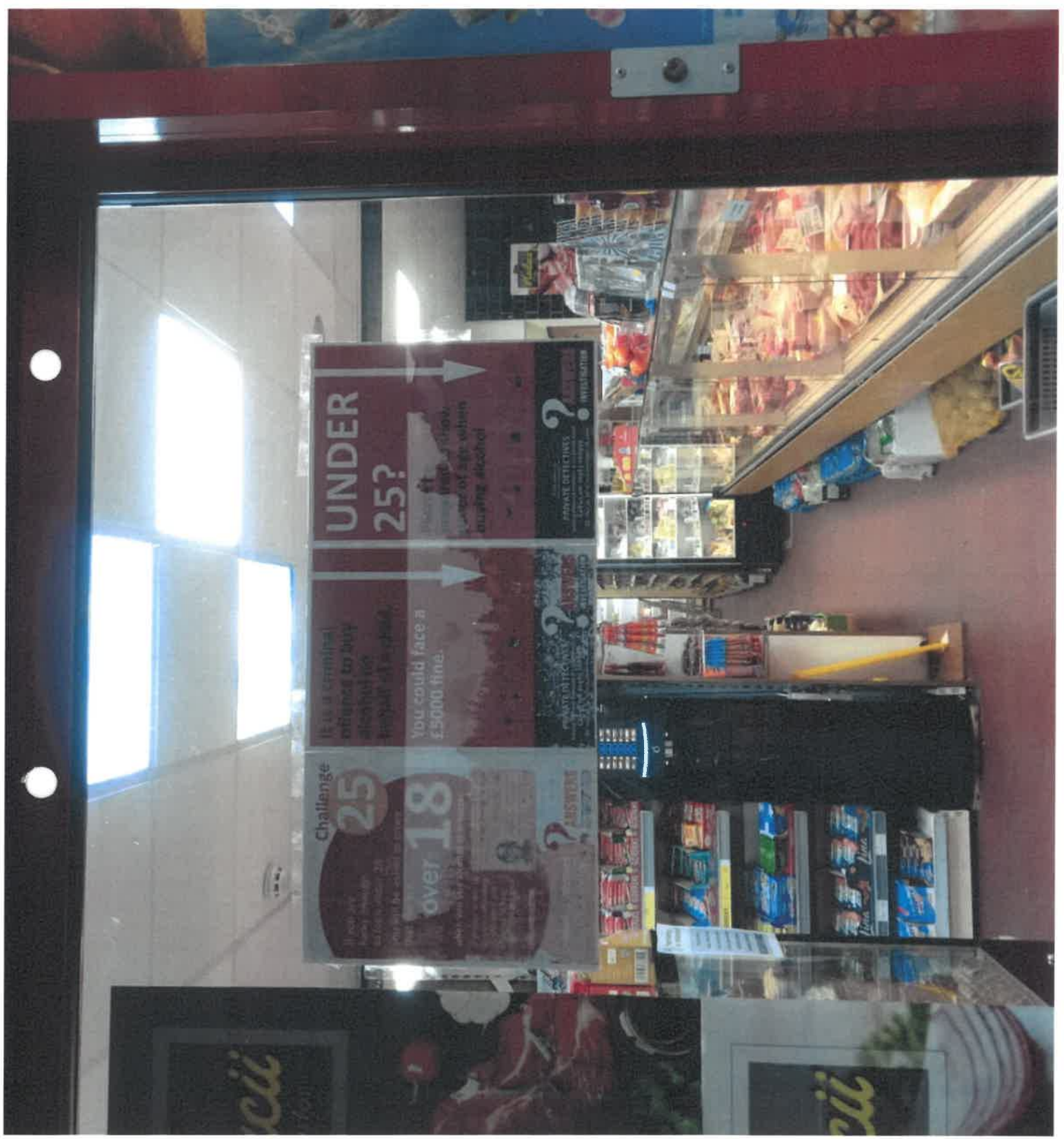
Continuation Statement of **Andrew Farrar**

extremely profitable, and although there is no link that Baba Jaga 2 is involved with an OCG, their sale of such illicit tobacco only contributes to the growing issues that police are encountering with OCG's and criminality in the area.

As a Neighbourhood Policing Team which primarily focuses on the Harehills area of Leeds, the Full Closure Order for Baba Jaga 2 is supported by all involved. As previously stated in this document there is an underlying issue with the abuse of alcohol and the effect that this has on the community. When speaking with the local residents, this is often a primary focus for the issues that occur in the community and the anti-social behaviour related to this. Baba Jaga 2 openly sells alcohol to people under the age of eighteen without challenge, and everybody in the community has a responsibility to protect these vulnerable people and to protect their community in general.

Signature: **Andrew Farrar**

Signature Witnessed by:





UNDER 25?

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