

# Public Document Pack

Licensing Sub-Committee

Tuesday, 19<sup>th</sup> March 2024

Supplementary Information - Agenda Item 10 - Potraviny Danko, 39  
Compton Road, Burmantofts, Leeds, LS9 7BJ

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Transfers of premises licences**

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

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

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

## **Interim authorities**

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

DATED

30th January 2024

DEED OF SURRENDER

relating to

Ground Floor  
39 Compton Road  
Harchills  
Leeds  
LS9 7BJ

between

[REDACTED]

And

[REDACTED]

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This deed is dated 30th January 2024

### Parties

- (1) [REDACTED] of [REDACTED] (the Landlord).
- (2) [REDACTED] of 39 Compton Road, LS9 7BJ (Tenant)

### BACKGROUND

- (A) This deed is supplemental to the Lease.
- (B) The Landlord remains entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease remains vested in the Tenant.
- (D) The Landlord and the Tenant have agreed to enter into this deed.

### Agreed terms

#### 1. Interpretation

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

##### 1.1 Definitions:

**Annual Rent:** the rent reserved pursuant to the Lease.

**HMLR:** HM Land Registry.

**Landlord's Conveyancer:** Miah Solicitors, First Floor, 327 Roundhay Road, Leeds or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

**Lease:** a lease of the Property and made between the Landlord and the Tenant and all documents supplemental or collateral to that lease.

**Property:** 39 Compton Road, LS9 7BJ as more particularly described in and demised by the Lease.

##### 1.2 Clause headings shall not affect the interpretation of this deed.

##### 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes fax but not email.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this deed) at any time.
- 1.11 References to clauses are to the clauses of this deed.
- 1.12 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.
- 1.13 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.14 The expressions **landlord covenant** and **tenant covenant** each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

## **2. Surrender**

- 2.1 In consideration of:
  - (a) the Landlord and the Tenant granting the releases contained in clause 3;the Tenant surrenders and yields up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property and the Landlord accepts the surrender.
- 2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.



### **3. Releases**

#### **3.1 Subject to clause 3.2:**

- (a) the Landlord releases the Tenant from all the tenant covenants of the Lease and from all liability for any subsisting breach of any of them and
- (b) the Tenant releases the Landlord and any other person that was at any time entitled to the immediate reversion to the Lease from all the landlord covenants of the and

#### **3.2 The releases set out in clause 3.1(a) and clause 3.1(b) are conditional upon the surrender of the Lease pursuant to clause 2.1 taking effect so that, if the surrender of the Lease pursuant to clause 2.1 does not take effect for any reason whatsoever, the releases set out in clause 3.1(a) and clause 3.1(b) shall also not take effect.**

### **4. Documents and HMLR requirements**

#### **4.1 On the date of this deed, the Tenant shall:**

- (a) deliver to the Landlord, or to the Landlord's Conveyancer:
  - (i) the Lease; and
  - (ii) the original part of this deed;

#### **4.2 The Tenant shall, within five working days of any written request from the Landlord, supply the Landlord with all further documents and information required in connection with any requisition raised by HMLR on such applications.**

### **5. Joint and several liability**

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this deed. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant without affecting the liability of any other of them.

### **6. Third Party Rights**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

**7. Governing law**

This deed 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.

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

Signed as a deed by

[Redacted]

in the presence of:

Witness signature.....

[Redacted]

Witness name.....

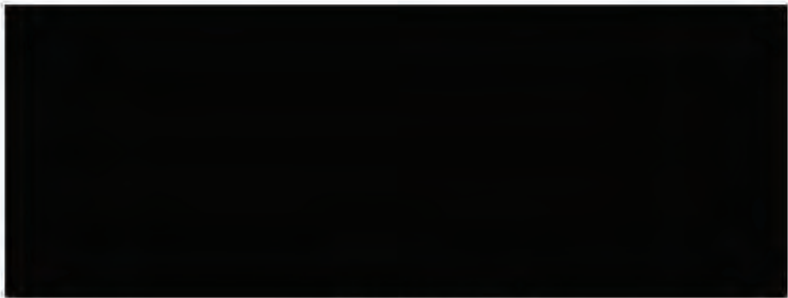
[Redacted]

Witness address.....

.....

Witness occupation.....

*Trainee solicitor*



MIAH SOLICITORS  
FIRST FLOOR  
327 ROUNDHAY ROAD  
LEEDS, LS8 4HT

T: [Redacted] F: [Redacted]

Signed as a deed by

[Redacted]

in the presence of:

Witness signature.....

[Redacted]

Witness name.....

[Redacted]

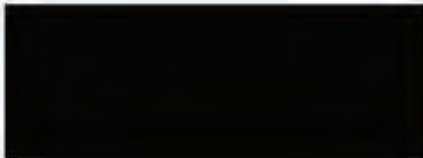
Witness address.....

.....

Witness occupation.....

MIAH SOLICITORS  
FIRST FLOOR  
327 ROUNDHAY ROAD  
LEEDS, LS8 4HT

T: [Redacted] F: [Redacted]



2024

DATED 30th January

**LEASE**

relating to

Ground Floor  
39 Compton Road  
Harehills  
Leeds  
LS9 7BJ

between

[REDACTED]

and

[REDACTED]

Miah Solicitors  
First Floor  
325-327 Roundhay Road  
Leeds  
LS8 4HT

**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

*Title number(s) out of which this lease is granted. Leave blank if not registered.*

[REDACTED]

**LR2.2 Other title numbers**

*Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.*

[REDACTED]

**LR3. Parties to this lease**

*Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an LC prefix. For foreign companies give territory in which incorporated.*

**Landlord**

[REDACTED] of [REDACTED]

**Tenant**

[REDACTED] of [REDACTED]

**LR4. Property**

*Insert a full description of the land being leased or  
Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.*

**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 clause 1.1 under definition of "property"

*Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.*

**LR5. Prescribed statements etc.**

*If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.*

**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

*In LR5.2, omit or delete those Acts which do not apply to this lease.*

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

none



**LR6. Term for which the Property is leased**

*Include only the appropriate statement (duly completed) from the three options.*

*NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.*

The term is as follows:

The terms as specified in this lease at clause 1.1 in the definition of "Contractual Term"

**LR7. Premium**

*Specify the total premium, inclusive of any VAT where payable.*

None

**LR8. Prohibitions or restrictions on disposing of this lease**

*Include whichever of the two statements is appropriate.*

*Do not set out here the wording of the provision.*

**LR9. Rights of acquisition etc.**

*Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

This lease contains a provision that prohibits or restricts dispositions.

**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**

*Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

**LR11. Easements**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*

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

Clause 3

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

Clauses 4

**LR12. Estate rentcharge burdening the Property** None

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.*

**LR13. Application for standard form of restriction** None

*Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.*

*Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.*

**LR14. Declaration of trust where there is more than one person comprising the Tenant** Not applicable.

*If the Tenant is one person, omit or delete all the alternative statements.*

*If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.*



THIS LEASE IS MADE ON THE

Both January.

2024

**PARTIES**

- (1) [REDACTED] of [REDACTED] (the Landlord).  
(2) [REDACTED] of [REDACTED] (the Tenant).

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

**Act of Insolvency:**

- (a) The making of an administration order in relation to the Tenant;
- (b) The appointment of an administrator, in any case in relation to the Tenant;
- (c) The appointment of a receiver of manager or an administrative receiver in relation to any property or income of the Tenant;
- (d) 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 statutory declaration or insolvency has been filed with the Registrar of Companies;
- (e) A winding-up order in respect of the Tenant;
- (f) The striking-off of the Tenant from the Register of Companies;
- (g) The Tenant otherwise ceasing to exist (but excluding where the Tenant dies); or
- (h) The making of a bankruptcy order against the Tenant.

The paragraphs above shall apply in relation to the 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 or other jurisdiction in relation to the tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

**Annual Rent:** rent at an initial rate of [REDACTED] and then as revised pursuant to this lease.

**Building Insurance:** the Tenant is to pay [REDACTED] towards the buildings insurance.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 (SI2015/51).

**Contractual Term:** a term of 6 years from the date of this Lease.

**Default Interest Rate:** [REDACTED] per annum above the Interest Rate.

**Insurance Rent:** the aggregate in each year of a fair and reasonable proportion of the cost of any premiums that the Landlord expends (after any discount or commission is allowed or paid to the Landlord)

**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.

**LTA 1927:** Landlord and Tenant Act 1927.

**LTA 1954:** Landlord and Tenant Act 1954.

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**Lettable Unit:** a floor of the Building other than the Property, that is capable of being let and occupied.

**Permitted Use:** Use Classes A5 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

**Property:** Ground Floor at 39 Compton Road, Harehills, Leeds LS9 7BJ

- (a) the floor screed;
- (b) the ceiling cover;
- (c) the interior plasterwork and finishes of exterior walls and columns
- (d) the plasterwork and finishes of the interior load-bearing walls and columns that adjoin another Lettable Unit or the Common Parts;
- (e) the doors and windows within the interior non-structural non-load-bearing walls and columns that adjoin the Common Parts and their frames and fittings.

but excluding:

- (f) the windows in the exterior walls and their frames and fittings;
- (g) The whole of the interior structural load-bearing 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.
- (h) All Service Media within that part of the Building which do not exclusively serve that part of the Building;
- (i) All structural parts of the Building and the Property; and
- (j) The roof and the foundations.

**Reinstatement Costs:** the full cost of reinstatement of the Building as reasonably determined by the Landlord from time to time, taking into account inflation of building costs and including

any costs or demolition, site clearance, site protection, shoring up and any other work to the Building that may be required by law and any VAT on any such costs.

**Rent Commencement Date:** the date of this Lease

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

**Review Date:** Next year.

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

**Third Party Rights:** all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property register and charges register of Title Number NYK16235.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or 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 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.4 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. A reference to a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.5 In relation to any payment, a reference to a **fair proportion** is to a fair and reasonable proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord acting reasonably.
- 1.6 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.7 Unless the context otherwise requires, references to the **Building** and the **Property** are to the whole and any part of them or it.
- 1.8 The expression **neighbouring property** does not include the Building.
- 1.9 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.10 A reference to the **end of the term** is to the end of the term however it ends.



- 1.11 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 37.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 37.5.
- 1.12 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.13 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.14 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.15 Any obligation in this lease on the Tenant not to do something includes an obligation to use reasonable endeavours not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.16 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.17 A **person** includes a corporate or unincorporated body.
- 1.18 References to **writing** or **written** do not include faxes and email.
- 1.19 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.20 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.
- 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 to the Landlord:
- (a) as rent the Annual Rent and all VAT in respect of it;
  - (b) as rent the Insurance Rent;
  - (c) as rent 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 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 the Contractual Term;

3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.3 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use.

**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 Contractual Term;
- (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 Provided That the Tenants business is not affected;
- (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 by causing as little damage to the Tenants Business;

Provided That the exercise of any of the Reservations or the works carried out pursuant to them shall not result in a reduction in the flow of light or air to the Property or loss of amenity for the Property or provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property with written notice, such notice must not be less than 7 days' notice (save as to an emergency):

- (a) to repair, maintain, install, construct any structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:

- (i) this lease;
- (ii) the Reservations; and
- (iii) the Landlord's interest in the Property, 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.

#### 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 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 by four equal instalments in advance on 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 shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period from the date of this lease until the day before the next Rent Payment Date.

#### 7. REVIEW OF THE ANNUAL RENT

7.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7.

7.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:

- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
- (b) the open market rent agreed or determined pursuant to this clause.

7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.

7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent at which the Property could reasonably be expected to be let:

- (a) in the open market;
- (b) at the relevant Review Date;
- (c) on the assumptions listed in clause 7.5; and
- (d) disregarding the matters listed in clause 7.6.

7.5 The assumptions are:

(a) the Property is available to let in the open market:

- (i) by a willing lessor to a willing lessee;
  - (ii) as a whole;
  - (iii) with vacant possession;
  - (iv) without a fine or a premium;
  - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of 10 years commencing on the relevant Review Date, if longer; and
  - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent.
- (b) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
- (c) the Landlord and the Tenant have fully complied with their obligations in this lease;
- (d) if the Property or any other part of the Building or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
- (e) no work has been carried out on the Property or any other part of the Building that has diminished the rental value of the Property;
- (f) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
- (g) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of any option to tax under Part 1 of Schedule 10 to the Value Added Tax Act 1994 in relation to the Property.

7.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;



- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
  - (c) any effect on rent attributable to any physical improvement to the Property and Service Media carried out before or after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
  - (d) any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
  - (e) any statutory restriction on rents or the right to recover them.
- 7.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.
- 7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 7.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 7.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.
- 7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in equal proportions.
- 7.12 If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.



7.13 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than 10 working days after the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:

- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date

7.14 Time shall not be of the essence for the purposes of this clause.

7.15 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

7.16 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

## 8. INSURANCE

8.1 The Landlord shall keep the Building 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. The Landlord shall supply the Tenant with full details of the insurance policy, evidence of payment of the current year's premium and details of any commissions paid to the Landlord.

8.2 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.

8.3 The Tenant shall pay to the Landlord within 21 days of written 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) a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes but not more than once in any period of 3 years.

8.4 The Tenant shall:

- (a) give the Landlord notice as soon as reasonably practicable if any matter occurs in relation to the Tenant or the Property that in the Tenant's opinion any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building;
- (b) comply at all times with the reasonable requirements and recommendations of the insurers relating to the Property;
- (c) give the Landlord as soon as reasonably practicable (save in the case of emergency) notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk;
- (d) 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
- (e) 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.

8.5 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 8.7.

8.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use by a risk which the Landlord is obliged to insure against so as to make the Property inaccessible or unusable then, unless the policy of insurance in relation to the Property 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 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.

8.7 If, following destruction of the Building either party considers that it is impossible or impractical to reinstate the Building either party may terminate this lease by giving notice to the other. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach of the covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.

**9. RATES AND TAXES**

9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use by the Tenant and any works carried out there by the Tenant, other than:

- (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.

9.2 If any such rates, taxes or other impositions 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.

9.3 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 (not to be unreasonably withheld or delayed).

**10. UTILITIES**

10.1 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.

10.2 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.

**11. COMMON ITEMS**

11.1 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 Property.

11.2 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.

**12. VAT**

12.1 All sums payable by the Tenant except annual rent 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.

12.2 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.

**13. DEFAULT INTEREST AND INTEREST**

13.1 If any Annual Rent or any other money payable under this lease has not been paid within 21 days of the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

**14. COSTS**

14.1 The Tenant shall pay the fair and reasonable costs and expenses of the Landlord properly incurred 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) 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).

14.2 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.

**15. NO DEDUCTION, COUNTERCLAIM OR SET-OFF**

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

**16. REGISTRATION OF THIS LEASE**

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. As soon as reasonably practicable after completion of the registration, the Tenant shall send the Landlord official copies of its title.

**17. ASSIGNMENTS**

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

17.2 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 (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) 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 (and any former tenant);
  - (iv) requires (in the event of a disclaimer of liability of this lease) the assignor (or former tenant as the case may be) 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 enters into a guarantee and indemnity of the tenant covenants of this lease in the standard form, with such amendments and additions as the Landlord may reasonably require.

17.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any Annual Rent or other money due under this lease is outstanding.

17.4 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.

**18. UNDERLETTINGS**

18.1 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.

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

18.3 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.

18.4 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 [(but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 18.3(c));
- (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 or delayed.

18.5 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 or delayed;
- (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.

**19. SHARING OCCUPATION**

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.

**20. CHARGING**

20.1 The Tenant shall not charge part of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

**21. PROHIBITION OF OTHER DEALINGS**

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 HM Land Registry or by reason only of joint legal ownership).

**22. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

22.1 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.

22.2 In respect of every Transaction that is registrable at HM 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 HM 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 undertenant's title).

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

- (a) give the Landlord's solicitors notice of the Transaction; and
- (b) pay the Landlord's solicitors a registration fee of [REDACTED]

22.4 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.

**23. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE**

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.



**24. REPAIRS**

- 24.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.
- 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.

**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 reasonable 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.

**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 it makes good any damage to the Property.
- 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 or delayed.
- 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 without obtaining consent from the Landlord, such consent not to be unreasonably withheld or delayed.

**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 to the Landlord, the other tenants or any owner or occupier of neighbouring property.

28.3 The Tenant shall not knowingly overload any structural part of the Building nor any Service Media at or serving the Property.

## 29. COMPLIANCE WITH LAWS

29.1 The Tenant shall comply with all laws relating to:

- (a) the occupation and use of the Property by the Tenant;
- (b) the use of all Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property by the Tenant; and
- (d) all materials kept at or disposed from the Property.

29.2 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.

29.3 Within five working days after receipt of any notice or other communication affecting the Property (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 reasonably require.
- 29.4 The Tenant shall not apply for any planning permission for the Property, without the consent of the Landlord such is not to be unreasonably withheld or delayed.
- 29.5 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
- 29.6 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.
- 29.7 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.
- 29.8 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.
- 30. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 30.1 The Tenant shall not grant any right or licence over the Property to any person nor permit any person to make any encroachment over the Property.
- 30.2 The Tenant shall not obstruct the flow of air to the Property.
- 30.3 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 Building is enjoyed with the consent of any third party.
- 30.4 The Tenant shall immediately notify the Landlord if any person takes or threatens to take any action to obstruct the flow of light or air to the Property.
- 31. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS**
- 31.1 The Landlord provided that at least 5 working days' notice has been given (save in case of emergency) 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.

31.2 If the Tenant has not begun any works needed to remedy that breach within 4 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.

31.3 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.

31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 34.

### **32. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) arising from 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 with the actual or implied authority of any of them.

### **33. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

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.

### **34. RE-ENTRY AND FORFEITURE**

34.1 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 21 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.

34.2 If the Landlord re-enters the Property under the terms of this Lease (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 or any guarantor.

### **35. LIABILITY**

35.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising

by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

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

35.3 In any case where the facts are or should reasonably be known to the Tenant, 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 facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

**36. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

36.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.

36.2 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.

36.3 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

**37. NOTICES, CONSENTS AND APPROVALS**

37.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.

37.2 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

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

37.4 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 a person duly authorised on behalf of the Landlord; 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.



37.5 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.

37.6 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.

**38. GOVERNING LAW AND JURISDICTION**

38.1 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.

38.2 The parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

**39. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

**40. LANDLORD AND TENANT (COVENANTS) ACT 1995**

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

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

Executed as a Deed by

[Redacted]

Landlord

In the presence of:

[Redacted]

Signature of Witness:

Name of Witness:

Address:

MIAH SOLICITORS  
FIRST FLOOR  
327 ROUNDHAY ROAD  
LEEDS, LS8 4HT

T: [Redacted] F: [Redacted]

Occupation:

[Redacted]

.....

Tenant

Executed as a Deed by

[Redacted]

In the presence of:

[Redacted]

Signature of Witness:

Name of Witness:

Address:

[Redacted]

MIAH SOLICITORS  
FIRST FLOOR  
327 ROUNDHAY ROAD  
LEEDS, LS8 4HT

T: [Redacted] F: [Redacted]

Occupation:

*Trainee Solicitor*

[Redacted]

DATED 30th January, 2024

**ASSET PURCHASE AGREEMENT**

**BETWEEN**

[REDACTED]

**&**

[REDACTED]

**The Miah Solicitors  
First Floor  
325-3267 Roundhay Road  
Leeds LS8 4HT**

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This agreement is dated 30th January 2024

#### **PARTIES**

(1) [REDACTED] of 39 Compton Road, LS9 7BJ (**Seller**).

(2) [REDACTED] of [REDACTED]  
(**Buyer**).

#### **BACKGROUND**

The Seller has agreed to sell and the Buyer has agreed to buy the Business (comprising the Assets) as a going concern on the terms of this agreement.

#### **AGREED TERMS**

##### **1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**Assets:** the assets of the Business as set out in clause 2.1 of this agreement.

**Business:** The business of a retailer foods. (Potraviny Leeds Ltd)

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

**Business Information:** all information, know-how and techniques (whether or not confidential and in whatever form held) which in any way relate, wholly or partly, to the Business.

**Business Name:**

**Claim:** a claim under the Warranties

**Completion:** completion of the sale and purchase of the Business (comprising the Assets) pursuant to and in accordance with this agreement.

**Completion Date:** the date of this agreement.

**Encumbrance:** any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

**Expert:** a Chartered Accountant operating as either a sole practitioner or within a firm of Chartered Accountants and being a member of the Institute of Chartered Accountants for England and Wales.

**Fixtures and Fittings:** the items set out in the First Schedule hereto.

**Goodwill:** the goodwill, custom and connection of the Seller in relation to the Business, together with the exclusive right for the Buyer to carry on the Business under the Business Name and to represent itself as carrying on the Business in succession to the Seller.



**HMRC:** HM Revenue & Customs.

**Harm:** harm to the Environment, and in the case of man this includes offence caused to any of his senses or harm to his property.

**Interest Rate:** 4% per annum above the base lending rate from time to time of Barclays Bank PLC.

**Purchase Price:** means [REDACTED] exclusive of VAT to be paid on 01/08/2024.....

**Records:** the books, accounts (including the VAT Records and returns), lists of Customers and suppliers and all the other documents, papers and records relating to the Business or any of the Assets.

**Stock:** the stock-in-trade of the Business at the Completion Date.

**Stock Price:** the value of the stock, as calculated in accordance with Clause 3.

**Third Party Consent:** a consent, licence, approval, authorisation or waiver required from a third party for the conveyance, transfer, assignment or novation in favour of the Buyer of any of the Assets in terms acceptable to the Buyer.

**Third Party Rights:** the benefit of all rights and claims (other than claims relating to Taxation and claims under any insurance policies) of the Seller arising on or before the Completion Date out of or in connection with the Business, including but not limited to all claims against, or rights to make any claims against, any third party in respect of any goods or services sold or supplied to the Seller in connection with the Business on or before the Completion Date where the goods or the subject matter of the services form part of the Business.

**Transaction:** the transaction contemplated by this agreement or any part of that transaction.

**VAT:** value added tax chargeable under Value Added Tax Act 1994 and any similar replacement or additional tax.

**VAT Records:** all records of the Seller relating to the Business referred to in section 49 of the VATA 1994.

**VATA 1994:** Value Added Tax Act 1994.

**Warranties:** the warranties set out in clause 5 and Schedule 2 (Warranties).

- 1.2 References to clauses and Schedules are to the clauses of, and Schedules to, this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement.
- 1.4 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and

- permitted assigns, and a reference to a party shall include that party's personal representatives, successors and permitted assigns.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of:
- (a) another person (or its nominee), by way of security or in connection with the taking of security; or
  - (b) its nominee.
- 1.7 A reference to **writing** or **written** includes fax but not email.
- 1.8 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. Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 References to a document in **agreed form** is to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.10 Unless otherwise provided, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force as at the date of this agreement. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

## 2. **AGREEMENT TO SELL AND PURCHASE**

- 2.1 The Seller shall sell with full title guarantee and free from Encumbrances and the Buyer, with a view to carrying on the Business as a going concern, shall purchase the Assets of the Business, the Assets being:
- a) Goodwill
  - b) Fixtures and Fittings
  - c) Stock for the Stock Price
  - d) Lease



2.2 The Buyer shall not acquire or assume any of the following under this agreement:

- (a) all the Seller's cash-in-hand or at the bank or at any other financial institution;
- (b) any Taxation for which the Seller is liable, whether or not then due, and any liability for financing charges relating to the Business;
- (c) the Seller's accounts and accounting records which do not relate exclusively to the Business;
- (d) all liabilities or obligations of or relating to the Business or Assets as at the Completion Date or which are referable to the period prior to the Completion Date.
- (e) All trade debts and accrued charges owing by the Seller at the Completion Date to the trade creditors of the Seller in the ordinary course of the Business.
- (f) All contracts and arrangements relating to the Business entered into outside the ordinary course of business;
- (g) All trade and other debts and amounts owing to the Seller as at the Completion Date in respect of the Business (whether or not invoiced).
- (h) The benefit of any and all insurance claims and repayments arising before the Completion Date in relation to the Business;
- (i) Any right of action to which the Seller may be entitled (whether in contract, tort or otherwise).
- (j) The right to use the Business Name.

2.3 The sale and purchase of each of the Assets is interdependent and shall be completed simultaneously.

2.4 The Buyer confirms that he has had the opportunity of inspecting the Assets and that they are purchased with notice of all physical defects therein and the Buyer shall take the same in the condition in which they are and no warranty, condition or representation or assurance is given or implied as to the condition, quality or fitness for any purpose of such items.

### 3. Stock

3.1 The Seller and the Buyer shall procure that a joint physical stock-take of the Stock is to be carried out on the Completion date, by the Seller in the presence of the Buyer ("**Stock Take**").

3.2 The Stock shall be valued at the lower of cost and net realisable value proper provision being made for slow-moving, unusable, unsaleable or obsolete Stock.



- 3.3 The Buyer shall use reasonable endeavours to procure that as soon as possible following the Stock-take and in any event within three Business Days following completion of the Stock-take, there is delivered to the Seller a schedule of the Buyer's valuation of the Stock ("**Stock Schedule**").
- 3.4 The Seller shall notify the Buyer within two Business Days of receipt of the Stock Schedule ("**Review Period**"), whether or not it accepts the Stock Schedule.
- 3.5 If the Seller notifies the Buyer within the Review Period that it does not accept the Stock Schedule:
- 3.6 it shall, at the same time, set out in a notice in writing ("**Objection Notice**") its reasons in reasonable detail for such non-acceptance and specify the adjustments which, in its opinion, should be made to the Stock Schedule in order to comply with the requirements of this clause and deliver the Objection Notice to the Buyer; and
- 3.7 The parties shall use all reasonable endeavours to meet and discuss the Objection Notice and to reach agreement on the adjustments (if any) required to be made to the Stock Schedule.
- 3.8 If the Seller is satisfied with the Stock Schedule (either as originally submitted or after adjustments agreed between the Seller and the Buyer in accordance with clause 4.5 above) or the Seller fails to issue an Objection Notice by the end of the Review Period, then the Stock Schedule (incorporating any agreed adjustments) shall, in the absence of manifest error, be deemed agreed and shall constitute the value of the Stock ("**Stock Value**") for the purpose of the Purchase Price.
- 3.9 If within 10 Business Days of receipt of an Objection Notice the Seller and the Buyer fail to agree the Stock Schedule (such failure to agree being referred to as a Dispute), the Dispute shall be referred for final decision to an independent firm of accountants.
- 3.10 When the parties reach (or are deemed to reach pursuant to clause above) agreement on the Stock Schedule or when the Stock Schedule is finally determined at any stage in accordance with the procedures in this clause 6, the Stock Schedule so agreed or determined shall be final and binding on the parties for the purpose of the value of the Stock and the Purchase Price.

#### **4. COMPLETION**

- 4.1 Completion shall take place on the Completion Date at the offices of the Seller's Solicitors.
- 4.2 At Completion, the Seller shall comply with the following obligations:



5.2.1 The Seller shall deliver, or procure delivery, to the Buyer of or make available to the Buyer:

- (a) physical possession of all the Assets capable of passing by delivery, with the intent that title in such Assets shall pass to the Buyer by and on such delivery;
- (b) a duly executed assignment in the agreed form to vest the Goodwill in the Buyer (if so required by the Buyer and which shall be prepared by the Buyer's Solicitors at the Buyer's expense);
- (c) all documents of title and certificates for the lawful operation and use of, and all service documents pertaining to such relevant Fixtures as is appropriate and the Stock (if appropriate);

1.1.2 All correspondence, information, orders, enquiries and other documentation, items and all money relating to or connected with the Business or the Assets received by the Seller on or after Completion shall be immediately passed to the Buyer.

4.3 At Completion, and subject to the Seller having complied with clause 5.2, the Buyer shall:

- (a) pay the Completion Payment by electronic transfer in immediately available funds to the client account of the Seller. Payment in accordance with this clause shall be a good and valid discharge of the Buyer's obligation to pay the Completion Payment.

## 5. WARRANTIES

5.1 The Seller warrants that, except as Disclosed, each Warranty is true, accurate and not misleading on the date of this agreement.

5.2 Warranties qualified by the expression **so far as the Seller is aware** (or any similar expression) are deemed to be given to the best of the knowledge, information and belief of the Seller after it has made due and careful enquiries.

5.3 Each of the Warranties is separate and, unless otherwise specifically provided, is not limited by reference to any other Warranty or any other provision in this agreement.

5.4 Except for the matters Disclosed, no information of which the Buyer, its agents or advisers has knowledge (in each case whether actual, constructive or imputed), or which could have been discovered (whether by investigation made by the Buyer or on its behalf), shall prejudice or prevent any Claim or reduce the amount recoverable under any Claim.



## **6. LIABILITIES OF THE SELLER AND THE BUYER**

- 6.1 The aggregate liability of the Seller for all Claims shall not exceed [REDACTED]
- 6.2 The Seller shall not be liable for a Claim unless notice in writing of the Claim, summarising the nature of the Claim (in so far as it is known to the Buyer) and, as far as is reasonably practicable, the amount claimed, has been given by or on behalf of the Buyer to the Seller in any other case, on or before the first years anniversary of Completion.
- 6.3 Nothing in this clause 6 applies to exclude or limit liability of the Seller to the extent that a Claim arises or is delayed as a result of dishonesty, fraud, wilful misconduct or wilful concealment by the Seller, its agents or advisors.
- 6.4 The Buyer shall:
- (a) with effect from the Completion Date, assume responsibility for the payment and performance of the duties and responsibilities of the Business in accordance with practice similar to the present practice of the Seller in the payment or, as the case may be, the performance of the duties and responsibilities of the Business; and
  - (b) indemnify the Seller against all Losses suffered or incurred by the Seller arising out of or in connection with the Buyer's failure to comply with this clause 7.
- 6.5 Nothing in this agreement shall pass to the Buyer, or shall be construed as acceptance by the Buyer of, any liability, debt or other obligation of the Seller (whether accrued, absolute, contingent, known or unknown) for anything done or omitted to be done before or at the Completion Date in the course of or in connection with the Business or the Assets and the Seller shall:
- (a) indemnify the Buyer against all Losses suffered or incurred by the Buyer arising out of or in connection with any such thing; and
  - (b) perform any such obligation falling due for performance or which should have been performed before the Completion Date.

## **7. VAT**

- 7.1 All sums payable, or consideration given, by:
- (a) the Buyer under this agreement are exclusive of VAT and the Buyer shall in addition pay an amount equal to any VAT chargeable on those sums or consideration; and
  - (b) the Seller under this agreement are exclusive of VAT and the Seller shall in addition pay an amount equal to any VAT chargeable on those sums or consideration.



- 7.2 The Seller and the Buyer intend that article 5 of the Value Added Tax (Special Provisions) Order 1995 shall apply to the sale of the Business and Assets under this agreement and agree to use all reasonable endeavours to secure that the sale is treated as neither a supply of goods nor a supply of services under that article but neither the Seller nor the Buyer shall be required to make any appeal to any tribunal or court against any determination by HMRC that the sale, or any part, shall be treated as such.
- 7.3 If HMRC, at any time, determines in writing that VAT is payable on the sale of all or some of the Assets, the Seller shall promptly deliver to the Buyer a copy of that written determination and a proper VAT invoice in respect of the VAT payable and the Buyer shall within five days of the receipt of such determination and VAT invoice pay to the Seller a sum equal to:
- (a) the amount of VAT determined by HMRC to be chargeable; and
  - (b) any interest charged by HMRC due to late payment of such VAT to the extent that it results solely from a breach by the Buyer of any of its obligations under this clause 7.
- 7.4 The Buyer:
- (a) warrants to the Seller that it is registered for VAT purposes; and
  - (b) undertakes to the Seller that it will, on and immediately after Completion, use the Assets to carry on the same kind of business (whether or not as part of any existing business of the Buyer) as that carried on by the Seller in relation to the Assets before Completion.
- 7.5 The Seller and the Buyer do not intend to make a joint application to HMRC for the Buyer to be registered for VAT under the VAT registration number of the Seller, under regulation 6(1)(d) of the VAT Regulations 1995. Accordingly, the Seller shall:
- (a) retain and preserve the VAT Records after Completion, for a period of not less than six years from Completion (or such longer period as may be required by law);
  - (b) make the VAT Records available to the Buyer or its agents for inspection (during normal business hours) or copying (at the Buyer's expense); and
  - (c) give to the Buyer, in such form as the Buyer may reasonably require, such information contained in the VAT Records as the Buyer may reasonably specify.

## **8. ASSIGNMENT**

Neither party shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the other party.



**9. ENTIRE AGREEMENT**

This agreement (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**10. VARIATION AND WAIVER**

- 10.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 10.2 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this agreement or by law is only effective if it is in writing.
- 10.3 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**11. COSTS**

Except as expressly provided in this agreement, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this agreement (and any documents referred to in it).

**12. NOTICES**

- 12.1 A notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first class post or another next working day delivery service, in each case to that party's registered office, or sent by fax to that party's main fax number (or to such other address or fax number as that party may notify to the other party in accordance with this agreement).
- 12.2 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 12 have been satisfied) if delivered by hand, at the time the notice is left at the address, or if sent by fax, at the time of transmission, or if sent by post on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), in which case deemed receipt will occur when business next

starts in the place of receipt (and all references to time are to local time in the place of receipt).

- 12.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

**13. SEVERANCE**

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

**14. GOVERNING LAW AND JURISDICTION**

- 14.1 This agreement 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.
- 14.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive 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).

This agreement has been entered into on the date stated at the beginning of it.

**Schedule 1 Fixtures and Fittings**

1	[REDACTED]
2	[REDACTED]
3	[REDACTED]
4	[REDACTED]

## **Schedule 2 Warranties**

### **Part 1. General Warranties**

#### **1. INFORMATION SUPPLIED**

- 1.1 All information contained in this agreement, all matters contained in the Disclosure Letter and all other information relating to the Business given by or on behalf of the Seller to the Buyer, its advisers or agents are true, accurate and complete and are not misleading.
- 1.2 There is no information that has not been Disclosed which, if Disclosed, might reasonably affect the willingness of the Buyer to buy the Business (comprising the Assets) on the terms of this agreement.

#### **2. CAPACITY OF THE SELLER**

The Seller has all requisite power and authority, and has taken all necessary corporate action, to enable it to enter into and perform this agreement and all agreements and documents entered into, or to be entered into, pursuant to the terms of this agreement.

#### **3. RECORDS**

All Records:

- (a) have been fully, properly and accurately prepared and have at all times been fully, properly and accurately maintained, and are properly written up to date;
- (b) constitute an accurate record of all matters that ought to appear in them;
- (c) do not contain any material inaccuracies or discrepancies;
- (d) are in the possession of the Seller; and
- (e) where the Records are kept on computer, the Seller is the owner of all hardware and all software licences necessary to enable it to use any of those Records in the manner in which they have been used before the date of this agreement, and the Seller does not share any such hardware or software with any other person.

#### **4. TITLE TO THE ASSETS**

- 4.1 The Assets comprise all assets now used in the Business and that are necessary for the continuation of the Business as now carried on without assistance from any other person.



4.2 The Seller has good and marketable title to each Asset (tangible and intangible), and each Asset is legally and beneficially owned by the Seller. There are no Encumbrances over any of the Assets, and the Seller has not agreed to create any Encumbrances over the Assets or any part of them.

## **5. EMPLOYEES AND AGENTS**

5.1 No person is employed or engaged in the Business (whether temporarily or permanently and whether under a contract of service or contract for services) other than the Sellers.

## **6. STATUTORY RESTRICTIONS**

6.1 Neither the Seller nor any person for whose acts or defaults the Seller may be vicariously liable has committed or omitted to do any act or thing in relation to the Business which could give rise to any fine or penalty.

6.2 The Seller has not, in relation to the Business, received notice of any breach by it of competition, anti-trust, anti-restrictive trade practice or consumer protection law, rule or regulation anywhere in the world or of any investigation, enquiry, report or order by or by reference to any regulatory authority under any such law, rule or regulation.

## **7. COMPLIANCE**

7.1 All legislation and all orders, provisions, directions and conditions relating to the Assets or the conduct of the Business (including VAT) have been duly complied with in all respects.

7.2 All necessary licences, consents, permits, agreements, arrangements and authorities (public and private) have been obtained to enable the Seller to carry on the Business effectively in the manner in which it is now carried on and all such licences, consents, permits, agreements, arrangements and authorities are valid and subsisting. The Seller knows of no reason why any of them should be suspended, cancelled or revoked or the benefit of them should not continue to be enjoyed by the Buyer or other owner for the time being of the Business (comprising the Assets) or any part of them.

## **8. LITIGATION**

8.1 Neither the Seller, nor any person for whose acts or omissions it may be vicariously liable, is engaged in, subject to or threatened by any:

- (a) litigation, administrative, mediation or arbitration proceedings (except for debt collection in the ordinary and usual course of business, details of which have been Disclosed) in relation to the Business or the Assets or any of them; or

(b) Is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body.

8.2 Details of all material claims, complaints or returns relating to the Business that have occurred during the 12 months preceding the date of this agreement have been Disclosed.

**9. INSOLVENCY OF THE SELLER**

9.1 The Seller is solvent and able to pay its debts as they fall due.

9.2 No order has been made or petition presented, meeting convened or resolution passed for the winding up of the Seller, nor has any receiver been appointed or any distress, execution or other process been levied in respect of the Business or the Assets or any of them and no events have occurred which would justify any such proceedings.

Signed by

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MAH SOLICITORS  
FIRST FLOOR  
327 ROUNDHAY ROAD  
LEEDS, LS8 4HT

T: [REDACTED] F: [REDACTED]

Signed by

[REDACTED]

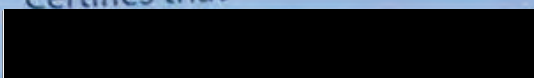
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**Highfield**  
Qualifications

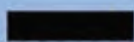
**Highfield Qualifications**

Certifies that



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

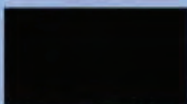
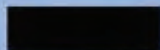
Qualification number



Date of award

29 January 2024

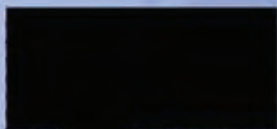
Certificate number



Course Director

JU Training

Training Organisation



Jason - Chief Executive  
Highfield Qualifications



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

From: <[REDACTED]>  
Date: Wednesday 28 February 2024  
Subject: Application Submitted  
To: [REDACTED]



Application number: 1729263

### **Application Submitted Successfully**

Your application has been successfully submitted.

#### **What happens next?**

Your application will now be reviewed by the organisation that has received your application.

Once your application has been approved, you will be sent an email with instructions on how to get your ID documents verified.

If there is an issue with your application, you will receive an email containing the reject reason and the steps you need to take to re-submit your application.

#### **In need of help?**

If you require assistance at any time, please get in touch using one of the methods below or via webchat through the website and one of our Client Administrators will be happy to help you.

**Ellice House, Ellice Way, Yale Business Village, Wrexham, LL13 7YL**

[REDACTED] | [REDACTED] | [www.disclosureservices.com](http://www.disclosureservices.com)



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