Agenda Item No. 5 – Best Kebab One

Additional Information from Durham Constabulary

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Police Licensing Unit
Durham Constabulary
Aykley Heads
Co. Durham
DH1 5TT

29th November 2018

Dear Responsible Authority,

Please find attached additional documents in relation to the Premises Licence Review Hearing on Tuesday 4th December 2018 at 10:00 hours at County Hall, Durham in respect of best Kebab One, 1a Forebondgate, Bishop Auckland.

Regards

PC 93 McNaney

WITNESS STATEMENT

Criminal Procedure Rules, r. 16.2; Criminal Justice Act 1967, s. 9

URN

Statement of Claire McNaney

Age if under 18: O'18 *(if over 18 insert 'over 18')* Occupation: Police Constable

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

Signature Date29/11/2018

Tick if victim wishes to personally read their Victim Personal Statement aloud in Court: ☐

Tick if witness evidence is visually recorded *(supply witness details on rear)* ☐

I am the above named Police Constable 93 of Durham Constabulary presently stationed within the Police Licensing Unit at Meadowfield.

On 27th November 2018 I received correspondence from a resident living in the locality of Best Kebab One, 1a Forebondgate, Bishop Auckland who wishes to remain anonymous.

The resident reported the following information to me in respect of Best Kebab One:

'There have been many occasions when groups of teenagers have gone into the shop, some buying food, then hanging around in the street, discarding litter in the street, and finally moving on. The noise these teenagers (some appear younger) make has certainly had an impact on my life. I have not contacted the police for fear of reprisals unless I considered the situation to be more serious.

This shop is meant to be a takeaway and on two or three nights every week I have witnessed up to as many as 14 kids hanging around the shop for up to 2 hours at a time.

I have been woken up at approximately 2 am by the noise of screaming teenagers fighting in the street.

At times when my family have stayed with me they have found it difficult to get to sleep because of the noise and activity in the street.

I commented to the local PCSO Andy Quinn that I had seen two teenage girls outside of the shop at 2 am one morning and they had not bought any food. They were hanging around outside the shop for quite a while.

As I have said this activity has certainly affected my quality of life, I feel very isolated and vulnerable, and do not wish to attract any attention from these groups of teenagers.I wonder if their parents are aware of how they are spending their time.'

The resident also explained that other residents have complained about the noise and activity connected to the shop and that constant problems with noise and anti-social behaviour from teenagers hanging around the pizza shop were the main reason for some moving away from the area.

Having spoken to the resident via telephone, I made enquiries on our Police systems which corroborate what the resident described as follows:

22/09/2018 - a call received at 21:13 hours reporting 18 youths outside Best Kebab One aged between 16-17 years old. All shouting loudly causing the caller to feel intimidated. This is confirmed by council CCTV.

A further call received from another member of the public at 21:30 hours reporting the same.

A further call received from another member of the public at 21:32 hours reporting '20-40 kids aged 13-16 years old outside Best Kebab One smashing glasses, playing very loud rave music, being very loud and noisy, blocking the path and road.

30/09/2018 - a call received at 01:14 hours reporting a group of 15-18 males and females outside a kebab shop on Forebondgate fighting.

Witness contact details URN

Name of witness: Claire McNaney

Home Address: Postcode:

E-mail address: Mobile:

Home Telephone Number: Work Telephone Number:

Preferred method of contact:

Gender: Date and place of birth:

Former name: Ethnicity Code (16 + 1):

DATES OF WITNESS NON-AVAILABILITY: ...

Witness care

a) Is the witness willing to attend court? Yes ☐ No ☐ If 'No', include reason(s) on form **MG6**.

b) What can be done to ensure attendance?

c) Does the witness require a Special Measures Assessment as a vulnerable or intimidated witness? *(youth under 18; witness with mental disorder, learning or physical disability; or witness in fear of giving evidence or witness is the complainant in a sexual offence case)* Yes ☐ No ☐ If 'Yes' submit **MG2** with file in anticipated not guilty, contested or indictable only cases.

d) Does the witness have any particular needs? Yes ☐ No ☐ If 'Yes' what are they? *(Disability,. healthcare, childcare, transport, disability, language difficulties, visually impaired, restricted mobility or other concerns?)*

Witness Consent (for witness completion)

a) The Victim Personal Statement scheme (victims only) has been explained to me	Yes ☐	No ☐	
b) I have been given the Victim Personal Statement leaflet	Yes ☐	No ☐	
c) I have been given the leaflet "Giving a witness statement to the police..."	Yes ☐	No ☐	
d) I consent to police having access to my medical record(s) in relation to this matter *(obtained in accordance with local practice)*	Yes ☐	No ☐	N/A ☐
e) I consent to my medical record in relation to this matter being disclosed to the defence	Yes ☐	No ☐	N/A ☐
f) I consent to the statement being disclosed for the purposes of civil, or other proceedings if applicable, e.g. child care proceedings, CICA	Yes ☐	No ☐	N/A ☐
g) **Child witness cases only.** I have had the provision regarding reporting restrictions explained to me.	Yes ☐	No ☐	N/A ☐
I would like CPS to apply for reporting restrictions on my behalf.	Yes ☐	No ☐	N/A ☐

'I understand that the information recorded above will be passed on to the Witness Service, which offers help and support to witnesses pre-trial and at court'.

Signature of witness: PRINT NAME:

Signature of Parent PRINT NAME:

Address and telephone number (of parent etc.), if different from above:

Statement taken by: Station:

Time and place statement taken: 27/11/2018 12:53 hours

11/11/2018 - a call received at 17:44 hours reporting a group of 8 youths aged 12-14 in and around Best Kebab One 'being loud and treating the shop as a youth centre'.

12/11/2018 - a call received at 18:04 hours reporting 10 youths milling around outside and inside Best Kebab One.

Signature:

Signature witnessed by:

WITNESS STATEMENT

Criminal Procedure Rules, r. 16.2; Criminal Justice Act 1967, s. 9

URN

Statement of Claire McNaney

Age if under 18: O'18 *(if over 18 insert 'over 18')* Occupation: Police Constable

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

Signature Date29/11/2018

Tick if victim wishes to personally read their Victim Personal Statement aloud in Court: ☐

Tick if witness evidence is visually recorded *(supply witness details on rear)* ☐

I am the above named Police Constable 93 of Durham Constabulary presently stationed within the Police Licensing Unit at Meadowfield.

On Monday 26th November 2018 at 09:50 hours myself and Sgt 484 Dickenson attended Peterlee Magistrates Court to give evidence in the case against Rabaz RAZA and Rafiq SALA for Obstruct Police on 16th December 2017 at Best Kebab One, 1a Forebondgate, Bishop Auckland during a multi-agency visit.

The trial for this case was repeatedly delayed due to issues with court time and Interpreters, hence the reason it took place almost one year after the alleged offences.

The Magistrates were informed that RAZA has previous convictions for Obstruct Police and driving offences in 2015 whereby he was stopped driving a motorvehicle on a public road without a licence, without insurance and giving false details to Police in attempt to stop Officers from ascertaining that he didn't hold a driving licence whilst driving on a public road.

The Magistrates found RAZA guilty of the offence of Obstruct Police by means of giving a false name to PC 93 McNANEY during the multi-agency visit on 16th December 2017, thereby hampering investigations.

The Magistrates found SALA guilty of the offence of Obstruct Police by means of giving a false name to Sgt 484 DICKENSON and claiming to have stolen a vehicle at the rear of the premises, thereby hampering investigations.

Sentencing took place on the same day as follows:

RAZA was given a fine of £253, costs of £625, victim charge of £30 totalling £908 payable at £40 per month.

SALA was given a fine of £120, costs of £625, victim charge of £30 totalling £775 payable at £20 per month. SALA declared himself unemployed on the Means Form.

Both of these offences involve lying to Police and elements of deception for their own gain.

It is evident that RAZA has a propensity to lie to Police and Authorities, given that the circumstances surrounding his previous conviction in 2015 almost mirror the circumstances of the offence on the 16th December 2017, in that he gave a false name to me to stop me from ascertaining that he was not insured to drive the vehicle in which he was sat, allowing him to carry out deliveries of food orders from Best Kebab One.

Signature: Signature witnessed by:

Witness contact details URN

Name of witness: Claire McNaney

Home Address: Postcode:

E-mail address: Mobile:

Home Telephone Number: Work Telephone Number:

Preferred method of contact:

Gender: Date and place of birth:

Former name: Ethnicity Code (16 + 1):

DATES OF WITNESS NON-AVAILABILITY: ...

Witness care

a) Is the witness willing to attend court? Yes ☐ No ☐ If 'No', include reason(s) on form **MG6.**

b) What can be done to ensure attendance?

c) Does the witness require a Special Measures Assessment as a vulnerable or intimidated witness? *(youth under 18; witness with mental disorder, learning or physical disability; or witness in fear of giving evidence or witness is the complainant in a sexual offence case)* Yes ☐ No ☐ If 'Yes' submit **MG2** with file in anticipated not guilty, contested or indictable only cases.

d) Does the witness have any particular needs? Yes ☐ No ☐ If 'Yes' what are they? *(Disability,. healthcare, childcare, transport, disability, language difficulties, visually impaired, restricted mobility or other concerns?)*

Witness Consent (for witness completion)

a) The Victim Personal Statement scheme (victims only) has been explained to me	Yes ☐	No ☐	
b) I have been given the Victim Personal Statement leaflet	Yes ☐	No ☐	
c) I have been given the leaflet "Giving a witness statement to the police..."	Yes ☐	No ☐	
d) I consent to police having access to my medical record(s) in relation to this matter *(obtained in accordance with local practice)*	Yes ☐	No ☐	N/A ☐
e) I consent to my medical record in relation to this matter being disclosed to the defence	Yes ☐	No ☐	N/A ☐
f) I consent to the statement being disclosed for the purposes of civil, or other proceedings if applicable, e.g. child care proceedings, CICA	Yes ☐	No ☐	N/A ☐
g) **Child witness cases only.** I have had the provision regarding reporting restrictions explained to me.	Yes ☐	No ☐	N/A ☐
I would like CPS to apply for reporting restrictions on my behalf.	Yes ☐	No ☐	N/A ☐

'I understand that the information recorded above will be passed on to the Witness Service, which offers help and support to witnesses pre-trial and at court'.

Signature of witness: PRINT NAME:

Signature of Parent PRINT NAME:

Address and telephone number (of parent etc.), if different from above:

Statement taken by: Station:

Time and place statement taken: 27/11/2018 12:53 hours

WITNESS STATEMENT

Criminal Procedure Rules, r. 16.2; Criminal Justice Act 1967, s. 9

URN

Statement of Claire McNaney

Age if under 18: O'18 *(if over 18 insert 'over 18')* Occupation: Police Constable

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

Signature Date28/11/2018

Tick if victim wishes to personally read their Victim Personal Statement aloud in Court: ☐

Tick if witness evidence is visually recorded *(supply witness details on rear)* ☐

I am the above named Police Constable 93 of Durham Constabulary currently stationed within the Police Licencing Unit at Meadowfield.

On Tuesday 30th October 2018 at 10:00 hours I was on duty at County Hall, Durham for the purposes of a Review Hearing for Best Kebab One, Bishop Auckland. At this time I was in company with Sgt 484 Dickenson and Mr Mooney, both of Durham Constabulary. Also present was Zahier Hussain AHMED who identified himself as the new PLH of Best Kebab One.

It was agreed by all parties present that the Review Hearing would be adjourned until Tuesday 4th December 2018, 10:00 hours to allow AHMED to appraise the review material and seek legal advice.

Upon conclusion of this hearing, myself and Sgt 484 Dickenson spoke to AHMED who agreed to meet at the Police Licensing Unit, Meadowfield on Monday 12th November 2018 at 10:00 hours. AHMED's Solicitor explained that he had paid a £4000 deposit for the business with a further £4000 to pay, he had spoken to staff at the premises and made a number of changes and that he had instructed a firm of Solicitors in Blyth to deal with the purchase of the business who advised him that he should wait until after the review hearing before paying any further monies. AHMED agreed to provide evidence of this at the meeting on Monday 12th November.

On Friday 2nd November 2018 at 13:17 hours I sent an email to AHMED confirming the forthcoming meeting and requesting he confirm receipt of the email.

On Tuesday 6th November 2018 at 11:08 hours I sent a further email to AHMED requesting he provide a number of pieces of information prior to the meeting including:

- evidence of the purchase of Best Kebab One
- the name and contact details of the Solicitor involved in the purchase of the business
- details of all members of staff employed at Best Kebab One including name, NI number, PAYE reference number and proof of immigration status and documents.

AHMED confirmed recepit of this email later that day. A copy of all email correspondence between myself and AHMED can be produced as exhibit CLM/24.

On Monday 12th November 2018 at 10:20 hours I was on duty at the Police Licensing Unit in company with Sgt 484 Dickenson when I counducted a meeting with AHMED. The meeting was disc recorded, a copy of the disc can be produced as exhibit CLM/25 if required.

AHMED explained that he was the new owner of Best Kebab One, the lease was in his name and he had appointed a Manager 2 weeks ago.

AHMED was asked to provide a copy of the lease in his name, he produced a copy of the lease for the premises in the name of Rafiq SALA dated 01/06/16. AHMED is not named anywhere on this document, which is exhibited as CLM/26.

AHMED explained that the lease was not yet in his name but he had sent a copy to his Solicitor. He explained that

Witness contact details URN

Name of witness: Claire McNaney

Home Address: Postcode:

E-mail address: Mobile:

Home Telephone Number: Work Telephone Number:

Preferred method of contact:

Gender: Date and place of birth:

Former name: Ethnicity Code (16 + 1):

DATES OF WITNESS NON-AVAILABILITY: ...

Witness care

a) Is the witness willing to attend court? Yes ☐ No ☐ If 'No', include reason(s) on form **MG6.**

b) What can be done to ensure attendance?

c) Does the witness require a Special Measures Assessment as a vulnerable or intimidated witness? *(youth under 18; witness with mental disorder, learning or physical disability; or witness in fear of giving evidence or witness is the complainant in a sexual offence case)* Yes ☐ No ☐ If 'Yes' submit **MG2** with file in anticipated not guilty, contested or indictable only cases.

d) Does the witness have any particular needs? Yes ☐ No ☐ If 'Yes' what are they? *(Disability,. healthcare, childcare, transport, disability, language difficulties, visually impaired, restricted mobility or other concerns?)*

Witness Consent (for witness completion)

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b) I have been given the Victim Personal Statement leaflet	Yes ☐	No ☐	
c) I have been given the leaflet "Giving a witness statement to the police…"	Yes ☐	No ☐	
d) I consent to police having access to my medical record(s) in relation to this matter *(obtained in accordance with local practice)*	Yes ☐	No ☐	N/A ☐
e) I consent to my medical record in relation to this matter being disclosed to the defence	Yes ☐	No ☐	N/A ☐
f) I consent to the statement being disclosed for the purposes of civil, or other proceedings if applicable, e.g. child care proceedings, CICA	Yes ☐	No ☐	N/A ☐
g) **Child witness cases only.** I have had the provision regarding reporting restrictions explained to me.	Yes ☐	No ☐	N/A ☐
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Signature of witness: PRINT NAME:

Signature of Parent PRINT NAME:

Address and telephone number (of parent etc.), if different from above:

Statement taken by: Station:

Time and place statement taken: 27/11/2018 12:53 hours

he had not been given any advice from the Solicitor, contrary to what Officers were told on the 30th October. AHMED was unable to provide any evidence of correspondence with this Solicitor, nor the name of the Solicitor he dealt with.

AHMED explained that he has known SALA for 4 years as he is a supplier of food to several of SALA's premises. Over these 4 years he has met with SALA on a weekly, sometimes monthly basis.

He explained that he paid SALA a cash deposit of £2000 in September however he is unable to provide any proof of this. This is contrary to what Officers were told on the 30th October.

When asked about the new Manager, AHMED explained that he has a deal with Rabaz Sirawn RASHID, the current Manager of the premises, to continue managing the shop until January when he intends to close the premises to carry out repairs. It was confirmed that this male is Rabaz RAZA.

AHMED stated that is not working at the shop and has no involvement in the management or running of the shop or employment of staff. RAZA pays AHMED £150 rent per week. RAZA pays all of the bills including staff wages, and any profits are kept by RAZA.

AHMED confirmed that although he is the new PLH, the premises is being ran exactly as it has been in the past with RAZA running the business

AHMED explained that he goes to the premises every other night between 19:00 - 21:00 hours to "say hello and have a cup of tea".

AHMED was asked who works at the shop, he said he didn't know, other than "a girl".

On November 19th 2018 at 13:11 hours I sent a further email to AHMED explaining that I had not yet received any paperwork from him as agreed in the meeting.

To date I have still not received any documents or information from AHMED as agreed.

Signature:

Signature witnessed by:

From: Zaher Ahmed
Sent: 06 November 2018 14:53
To: Claire McNaney
Subject: Re: Best Kebab One

Yes I will be there
Thanks

Sent from my iPhone

On 6 Nov 2018, at 11:07 am, Claire McNaney < > wrote:

Mr Ahmed,

Please reply to this email so I know you have received it.

Please confirm that we are meeting at Annand House, John Street North, Meadowfield, DH7 8RS on Monday 12th November 2018 at 10:00 hours.

Before the meeting please provide the following information:

- What other businesses do you own or work for?
- When did you first become interested in buying Best Kebab 1
- From which person did you buy Best Kebab 1, 1a Forebondgate, Bishop Auckland?
- When did you buy the business?
- How much did you pay for the business?
- How did you pay for the business – provide proof of this.
- The name and contact details of the Solicitor involved in the purchase of Best Kebab 1
- Provide a copy of the deeds/lease for Best Kebab 1
- Provide copies of any correspondence (emails, letters, text messages) between yourself and the owner of Best Kebab 1.
- How did you pay for the Transfer Premises Licence Holder fee at Annand House, Meadowfield on Friday 26th October 2018.
- Provide a list of all staff you employ at Best Kebab 1 including delivery drivers.
- For each member of staff you employ provide the following: National Insurance number, PAYE reference number, proof of immigration status and documents.
- Any alias/other names you use

Regards

PC 93 Claire McNaney
Alcohol Harm Reduction Officer
Business Innovation and Development Command
Durham Constabulary

From: Claire McNaney
Sent: 02 November 2018 13:17
To:
Cc: Caroline Dickenson
Subject: Best Kebab One

Mr Ahmed,

This email is to confirm our meeting at Annand House, John Street North, Meadowfield, DH7 8RS on Monday 12th November 2018 at 10:00 hours.

Please confirm receipt of this email.

Regards

Claire

PC 93 Claire McNaney
Alcohol Harm Reduction Officer
Business Innovation and Development Command
Durham Constabulary

DURHAM CONSTABULARY, Protecting Neighbourhoods, Tackling Criminals, Solving Problems…Around the Clock

NEIGHBOURHOOD POLICING: Use your postcode to get access to local news and events from your Neighbourhood Policing Team, at https://www.durham.police.uk

This email carries a disclaimer, a copy of which may be read at https://www.durham.police.uk/Pages/E-Mail%20and%20SMS%20Text%20Disclaimer.aspx

From: Claire McNaney
Sent: 19 November 2018 13:11
To: Zahier
Subject: FW: Best Kebab One

Importance: High

Mr Ahmed

I have still not yet received any paperwork from you as requested below on the 6th November and 12th November.

- Provide copies of any correspondence (emails, letters, text messages) between yourself and the owner of Best Kebab 1.
- Provide a list of all staff you employ at Best Kebab 1 including delivery drivers.
- For each member of staff you employ provide the following: National Insurance number, PAYE reference number, proof of immigration status and documents.

In addition, following our meeting on the 12th November I am still awaiting the following which you agreed to provide:

Which premises in Darlington did you deal with Mr Sala previously?

Regards

PC 93 Claire McNaney
Alcohol Harm Reduction Officer
Business Innovation and Development Command
Durham Constabulary

From: Claire McNaney
Sent: 06 November 2018 11:08
To:
Cc: Caroline Dickenson
Subject: FW: Best Kebab One
Importance: High

Mr Ahmed,

Please reply to this email so I know you have received it.

Please confirm that we are meeting at Annand House, John Street North, Meadowfield, DH7 8RS on Monday 12th November 2018 at 10:00 hours.

Before the meeting please provide the following information:

- What other businesses do you own or work for?
- When did you first become interested in buying Best Kebab 1
- From which person did you buy Best Kebab 1, 1a Forebondgate, Bishop Auckland?
- When did you buy the business?
- How much did you pay for the business?
- How did you pay for the business – provide proof of this.
- The name and contact details of the Solicitor involved in the purchase of Best Kebab 1
- Provide a copy of the deeds/lease for Best Kebab 1
- Provide copies of any correspondence (emails, letters, text messages) between yourself and the owner of Best Kebab 1.
- How did you pay for the Transfer Premises Licence Holder fee at Annand House, Meadowfield on Friday 26th October 2018.
- Provide a list of all staff you employ at Best Kebab 1 including delivery drivers.
- For each member of staff you employ provide the following: National Insurance number, PAYE reference number, proof of immigration status and documents.
- Any alias/other names you use

Regards

PC 93 Claire McNaney
Alcohol Harm Reduction Officer
Business Innovation and Development Command
Durham Constabulary

From: Claire McNaney
Sent: 02 November 2018 13:17
To:
Cc: Caroline Dickenson
Subject: Best Kebab One

Mr Ahmed,

This email is to confirm our meeting at Annand House, John Street North, Meadowfield, DH7 8RS on Monday 12th November 2018 at 10:00 hours.

Please confirm receipt of this email.

Regards

Claire

PC 93 Claire McNaney

CLM/24

From: Claire McNaney
Sent: 02 November 2018 13:17
To:
Cc: Caroline Dickenson
Subject: Best Kebab One

Mr Ahmed,

This email is to confirm our meeting at Annand House, John Street North, Meadowfield, DH7 8RS on Monday 12th November 2018 at 10:00 hours.

Please confirm receipt of this email.

Regards

Claire

PC 93 Claire McNaney
Alcohol Harm Reduction Officer
Business Innovation and Development Command
Durham Constabulary

CLM 126.

Dated 1 June 2016

[redacted]

and

RAFIQ FARIAK SALA

Counterpart

LEASE

of

Unit 1A Fore Bondgate Bishop Auckland County Durham DL14 7PF

Palin & Twyford Solicitors
11 Lansdowne Terrace Gosforth Newcastle upon Tyne NE3 1HN

1.23 'Losses'
1.24 'The 1954 Act'
1.25 'The 1995 Act'
1.26 Obligation not to permit or suffer
1.27 'The Open Land'
1.28 'The Permitted Use'
1.29 'The Plan'
1.30 'The Planning Acts'
1.31 'The Premises'
1.32 References to clauses and schedules
1.33 References to rights of access
1.34 References to statutes
1.35 'The Rent'
1.36 'The Rent Commencement Date'
1.37 'The Review Dates'
1.38 'The Shop Covenants'
1.39 'The Surveyor'
1.40 'The Term'
1.41 Terms from the 1995 Act
1.42 'VAT'
2 DEMISE
3 THE TENANT'S COVENANTS
3.1 Rent
3.2 Outgoings and VAT
3.3 Cost of services consumed
3.4 Repair, cleaning and decoration
3.5 Waste and alterations
3.6 Aerials, signs and advertisements
3.7 Statutory obligations
3.8 Entry to inspect and notice to repair
3.9 Alienation
3.10 Nuisance and residential restrictions
3.11 Costs of applications, notices and recovery of arrears
3.12 Planning and development
3.13 Plans, documents and information
3.14 Indemnities
3.15 Reletting boards and viewing

1 Right of entry to inspect
2 Access on renewal or rent review
3 Rights for the benefit of the the Landlord's Neighbouring Property
SCHEDULE 2: THE RENT AND RENT REVIEW
SCHEDULE 3: THE SHOP COVENANTS
1 Use
2 Hours of trading
3 Window dressing and displays
4 Ceiling and floor loading
5 Plate glass
6 Licences
SCHEDULE 4: THE SUBJECTIONS
SCHEDULE 5: THE AUTHORISED GUARANTEE AGREEMENT

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

See Schedule 1b

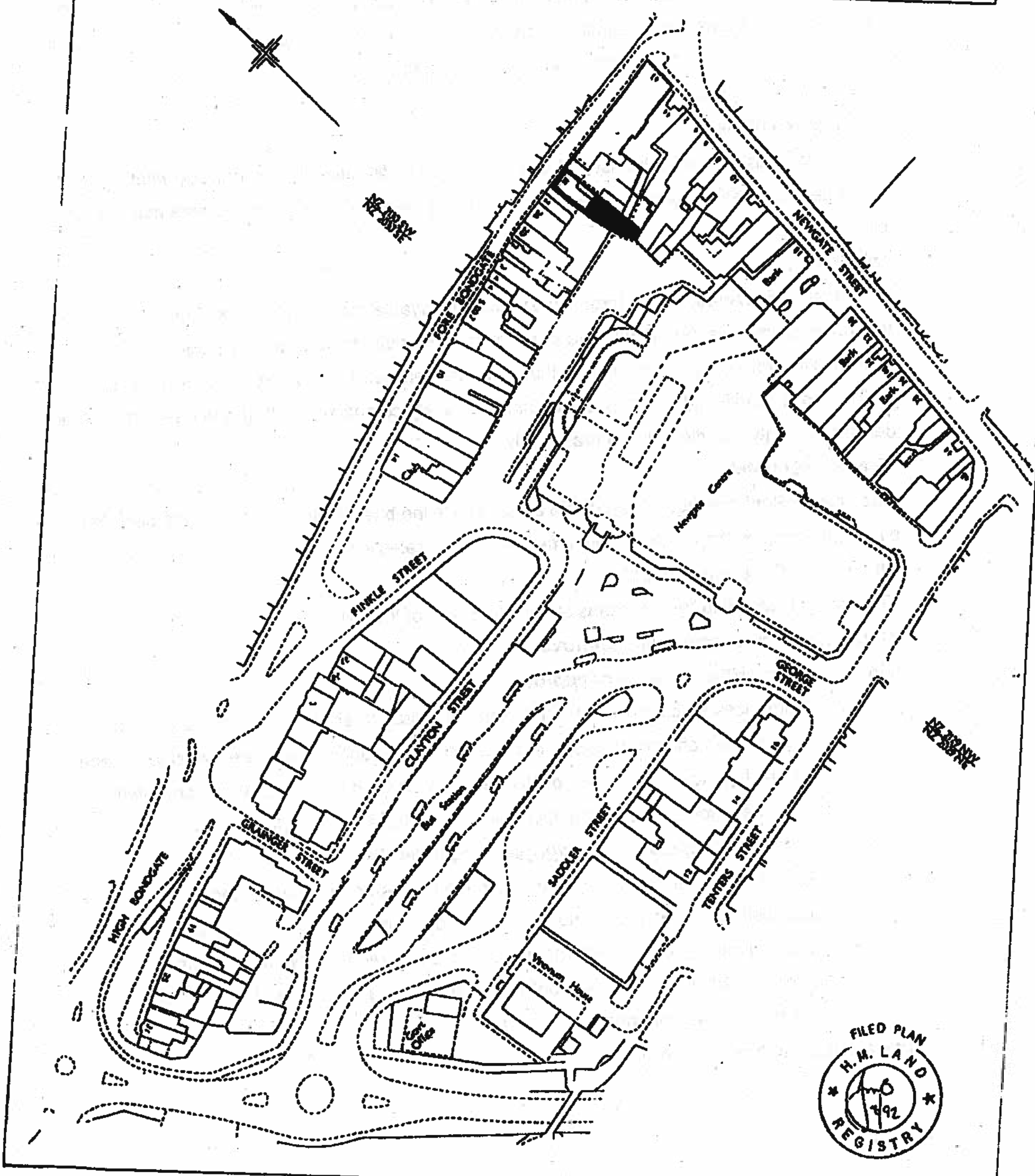
LR11.2 **Easements granted or reserved by this lease over the Property for the benefit of other property**

See Schedule 1a

LR12. **Estate rentcharge burdening the Property**

None

H.M. LAND REGISTRY	TITLE NUMBER DU179534
ORDNANCE SURVEY PLAN REFERENCE: NZ 2029	SECTION G
COUNTY DURHAM — DISTRICT WEAR VALLEY	Scale 1/1250
	© Crown copyright 1992



This official copy is incomplete without the preceding notes page.

'The Insurance Rent' means the gross sums including any commission that the Landlord from time to time pays:

1.10.1 by way of premium for insuring the Premises, including insuring for loss of rent, in accordance with his obligations contained in this Lease;

1.10.2 by way of premium for insuring in such amount and on such terms as the Landlord acting reasonably considers appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the Premises; and

1.10.3 for insurance valuations.

1.11 'The Insured Risks'

'The Insured Risks' means the risks of loss or damage by fire and such other risks, whether or not in the nature of the foregoing, as the Landlord acting reasonably from time to time decides to insure against.

1.12 'Interest'

References to 'interest' are references to interest payable during the period from the date on which the payment is due to the date of payment, both before and after any judgment, at the Interest Rate then prevailing or, should the base rate referred to in clause 1.13 'THE INTEREST RATE' cease to exist, at another rate of interest closely comparable with the Interest Rate to be decided on by the Landlord acting reasonably.

1.13 'The Interest Rate'

'The Interest Rate' means the rate of 4% a year above the base lending rate of Lloyds Bank Plc or such other bank as the Landlord from time to time nominates in writing.

1.14 'The Interior Decorating Years'

'The Interior Decorating Years' means every fourth year of the Term

1.15 Interpretation of 'consent' and 'approved'

1.15.1 ***Prior written consent or approval***

References to 'consent of the Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be 'approved by the Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord.

1.15.2 ***Consent or approval of mortgagee or head landlord***

Any provisions in this Lease referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Premises and any head landlord where that consent is required. Nothing in this Lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably.

1.16 Interpretation of 'the Guarantor'

'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995 and all statutes, regulations and orders included by virtue of clause 1.34 REFERENCES TO STATUTES.

1.26 **Obligation not to permit or suffer**

Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

1.27 **'The Open Land'**

'The Open Land' means any part of the Premises that is not built on.

1.28 **'The Permitted Use'**

'The Permitted Use' means any use that falls within Class A5 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, notwithstanding any amendment or revocation of that Order or such other use as the Landlord from time to time approves in writing and (b) as respects the upper floors pf the Premises residential use for one family or such other use as the Landlord from time to time approves in writing.

1.29 **'The Plan'**

'The Plan' means the plan annexed to this Lease.

1.30 **'The Planning Acts'**

'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 1.34 REFERENCE TO STATUTES.

1.31 **'The Premises'**

1.31.1 ***Definition of 'the Premises'***

'The Premises' means the land and building known as Unit 1A Fore Bondgate Bishop Auckland County Durham DL14 7PF shown for the purpose of identification only edged red on the Plan.

1.31.2 ***Interpretation of 'the Premises'***

The expression 'the Premises' includes:

1.31.2.1 all buildings, erections, structures, fixtures, fittings and appurtenances on the Premises from time to time,

1.31.2.2 all additions, alterations and improvements carried out during the Term and

1.31.2.3 the Conduits,

but excludes the air space above and any fixtures installed by the Tenant or any predecessors in title that can be removed from the Premises without defacing the Premises. Unless the contrary is expressly stated, 'the Premises' includes any part or parts of the Premises.

1.32 **References to clauses and schedules**

Where the expressions 'landlord covenants', 'tenant covenants', or 'authorised guarantee agreement' are used in this Lease they are to have the same meaning as is given by the 1995 Act Section 28(1).

1.42 **'VAT'**

'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

2 **DEMISE**

The Landlord lets the Premises to the Tenant with full title guarantee, excepting and reserving to the Landlord the rights specified in schedule 1a THE RIGHTS RESERVED , to hold the Premises to the Tenant for the Contractual Term, subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Premises including any matters contained or referred to in schedule 4 THE SUBJECTIONS, yielding and paying to the Landlord:

2.1 the Rent, without any deduction or set off, by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year, the first such payment, being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the day before the quarter day next after the Rent Commencement Date, to be paid on the date of this document; and

2.2 by way of further rent, the Insurance Rent, payable on demand in accordance with clause 5.4 PAYMENT OF THE INSURANCE RENT.

3 **THE TENANT'S COVENANTS**

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

3.1 **Rent**

3.1.1 ***Payment of the Lease Rents***

The Tenant must pay the Lease Rents on the days and in the manner set out in this Lease, and must not exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off.

3.1.2 ***Payment by banker's order***

If so required in writing by the Landlord, the Tenant must pay the Lease Rents by banker's order or credit transfer to any bank and account that the Landlord nominates from time to time.

3.2 **Outgoings and VAT**

The Tenant must pay, and must indemnify the Landlord against:

3.2.1 all rates, taxes, assessments, duties, charges, impositions and outgoings even if of a novel nature that are now or may at any time during the Term be charged, assessed or imposed upon the

The Tenant must not keep or store any caravan or movable dwelling on the Open Land.

3.4.5 ***Care of abutting land***

The Tenant must not cause any land, roads or pavements abutting the Premises to be untidy or dirty and in particular, but without prejudice to the generality of the foregoing, must not deposit refuse or other materials on them.

3.4.6 ***Decoration***

The Tenant must redecorate the outside of the Premises in each of the External Decorating Years and the last year of the Term and must redecorate the inside of the Premises in each of the Interior Decorating Years and the last year of the Term, in all instances in a good and workmanlike manner, with appropriate materials of good quality, to the satisfaction of the Surveyor, any change in the tints, colours and patterns of the decoration to be approved by the Landlord , whose approval may not be unreasonably withheld or delayed, provided that the covenants relating to the last year of the Term are not to apply where the Tenant has performed the obligation in question less than 18 months before the end of the Term.

3.4.7 ***Shared facilities***

Where the use of any of the Conduits or any boundary structures or other things is common to the Premises and other property, the Tenant must be responsible for, and indemnify the Landlord against, all sums due from the owner, tenant or occupier of the Premises in relation to those Conduits, boundary structures or other things and must undertake all work in relation to them that is his responsibility.

3.5 Waste and alterations

3.5.1 ***Waste, additions and alterations***

The Tenant must not commit any waste, make any addition to the Premises, unite the Premises with any adjoining premises or make any alteration to the Premises except as permitted by the provisions of this clause 3.5.

3.5.2 ***Pre-conditions for alterations***

The Tenant must not make any alterations to the Premises unless he first:

3.5.2.1 obtains and complies with the necessary consents of the competent authorities and pays their charges for them;

3.5.2.2 makes an application to the Landlord for consent, supported by drawings and where appropriate a specification in duplicate prepared by an architect, or a member of some other appropriate profession, who must supervise the work throughout to completion;

3.5.2.3 pays the fees of the Landlord, any head landlord, any mortgagee and their respective professional advisers;

Premises or the use to which they are being put that are required in order to comply with the requirements of any statute already or in the future to be passed or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether the requirements are imposed on the owner, the occupier or any other person.

3.7.2.2 Acts causing losses

Without prejudice to the generality of clause 3.7.1, the Tenant must not do in or near the Premises anything by reason of which the Landlord may incur any losses under any statute.

3.7.2.3 CDM Regulations

Without prejudice to the generality of clause 3.7.1, the Tenant must comply with the provisions of the CDM Regulations, be the only client, as defined in the provisions of the CDM Regulations, fulfil, in relation to all and any works, all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice published from time to time by the Health and Safety Executive in relation to the CDM Regulations. The provisions of clause 5.9.3 FIRE SAFETY are to have effect in any circumstances to which these obligations apply.

3.7.2.4 Delivery of health and safety files

At the end of the Term, the Tenant must forthwith deliver to the Landlord any and all health and safety files relating to the Premises required to be maintained under the CDM Regulations.

3.8 Entry to inspect and notice to repair

3.8.1 ***Entry and notice***

The Tenant must permit the Landlord on reasonable notice during normal business hours except in emergency:

3.8.1.1 to enter the Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performed,

3.8.1.2 to view the state of repair and condition of the Premises and to open up floors and other parts of the Premises (including the soil, subsoil and substratum) where that is necessary in order to do so and

3.8.1.3 to give to the Tenant, or notwithstanding clause 8.8 NOTICES leave on the Premises, a notice ('a notice to repair') specifying the works required to remedy any breach of the Tenant's obligations in this Lease as to the repair and condition of the Premises

3.9.5.4 a condition that if reasonably so required by the Landlord on or before any assignment and before giving occupation to the assignee, the assignee pays to the Landlord a rent deposit in an amount and on such terms as the Landlord may acting reasonable require; and

3.9.5.5 a condition that if, at any time before the assignment, the circumstances specified in clause 3.9.4 CIRCUMSTANCES, or any of them, apply, the Landlord may revoke the consent by written notice to the Tenant.

3.9.6 ***Charging of the whole***

The Tenant must not charge the whole of the Premises without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed.

3.9.7 ***Subletting***

The Tenant must not sublet the whole of the Premises without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed.

3.9.8 ***Terms of a permitted sublease***

Every permitted sublease must be granted, without a fine or premium, at a rent not less than whichever is the greater of the then open market rent payable in respect of the Premises --to be approved by the Landlord before the sublease is granted and the Rent, to be payable in advance on the days on which the Rent is payable under this Lease. Every permitted sublease must contain provisions approved by the Landlord:

3.9.8.1 for the upwards only review of the rent reserved by it, on the basis set out in schedule 2 THE RENT AND RENT REVIEW and on the Review Dates;

3.9.8.2 prohibiting the subtenant from doing or allowing anything in relation to the Premises inconsistent with or in breach of the provisions of this Lease;

3.9.8.3 for re-entry by the sublandlord on breach of any covenant by the subtenant;

3.9.8.4 imposing an absolute prohibition against all dealings with the Premises other than assignment of the whole;

3.9.8.5 prohibiting assignment of the whole of the Premises without the consent of the Landlord under this Lease;

3.9.8.6 requiring the assignee on any assignment of the sublease to enter into direct covenants with the Landlord to the same effect as those contained in clause 3.9.9 SUBTENANT'S DIRECT COVENANTS;

3.9.8.7 requiring on each assignment of the sublease that the assignor enters into an authorised guarantee agreement in favour of the Landlord in the terms set out in schedule 5 THE AUTHORISED GUARANTEE AGREEMENT but adapted to suit the circumstances in which the guarantee is given;

3.9.8.8 prohibiting the subtenant from holding on trust for another or permitting another to share or occupy the whole or any part of the Premises; and

3.9.8.9 imposing in relation to any permitted assignment the same obligations for registration with the Landlord as are contained in this Lease in relation to dispositions by the Tenant.

3.9.9 ***Subtenant's direct covenants***

Before any permitted subletting, the Tenant must ensure that the subtenant enters into a direct covenant with the Landlord that while the subtenant is bound by the tenant covenants of the sublease and while the subtenant is bound by an authorised guarantee agreement the subtenant will observe and perform the tenant covenants contained in this Lease–except the covenant to pay the rent reserved by this Lease–and in that sublease.

3.9.10 ***Requirement for 1954 Act exclusion***

The Tenant must not grant a sublease or permit a subtenant to occupy the Premises unless an effective agreement has been made to exclude the operation of Sections 24 to 28 of the 1954 Act pursuant to Section 38A of the 1954 Act.

3.9.11 ***Enforcement, waiver and variation of subleases***

In relation to any permitted sublease, the Tenant must enforce the performance and observance by every subtenant of the provisions of the sublease and must not at any time either expressly or by implication waive any breach of the covenants or conditions on the part of any subtenant or assignee of any sublease or–without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed–vary the terms or accept a surrender of any permitted sublease.

3.9.12 ***Sublease rent review***

In relation to any permitted sublease:

3.9.12.1 the Tenant must ensure that the rent is reviewed in accordance with the terms of the sublease,

3.9.12.2 the Tenant must not agree the reviewed rent with the subtenant without the approval of the Landlord,

3.9.12.3 where the sublease provides such an option, the Tenant must not, without the approval of the Landlord, agree whether the third party determining the revised rent in default of agreement should act as an arbitrator or as an expert,

3.9.12.4 the Tenant must not, without the approval of the Landlord, agree any appointment of a person to act as the third party determining the revised rent,

3.9.12.5 the Tenant must incorporate as part of his representations to that third party representations reasonably required by the Landlord and

3.9.12.6 the Tenant must give notice to the Landlord of the details of the determination of every rent review within 28 days

3.11.2 the contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146 or by reason or the contemplation or taking of proceedings under Sections 146 or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court;

3.11.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease; and

3.11.4 any other steps taken in contemplation of or in connection with the enforcement of the covenants on the part of the Tenant contained in this Lease whether during or after the end of the Term including without prejudice to the generality of the foregoing the preparation, service and negotiation of schedules of dilapidations.

3.12 Planning and development

3.12.1 ***Compliance with the Planning Acts***

The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use, and must indemnify the Landlord, and keep him indemnified, both during the Term and following the end of it, against all losses in respect of any contravention of those Acts.

3.12.2 ***Consent for applications***

The Tenant must not make any application for planning permission without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed in any case where application for and implementation of the planning permission will not create or give rise to any tax liability for the Landlord or where the Tenant indemnifies the Landlord against such liability.

3.12.3 ***Permissions and notices***

The Tenant must at his expense obtain any planning permissions and serve any notices that may be required to carry out any development on or at the Premises.

3.12.4 ***Charges and levies***

Subject only to any statutory direction to the contrary, the Tenant must pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any development on or at the Premises.

3.12.5 ***Pre-conditions for development***

Notwithstanding any consent that may be granted by the Landlord under this Lease, the Tenant must not carry out any development on or at the Premises until all necessary notices under the Planning Acts have been served and copies produced to the Landlord, all necessary permissions under the Planning Acts have been obtained and produced to the Landlord and the Landlord has acknowledged that every necessary planning permission is acceptable to him, such acknowledgement not to be unreasonably withheld. The Landlord may refuse to acknowledge his acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would, in the opinion of the Surveyor, be, or be likely to be,

board advertising them for reletting. While any such board is on the Premises the Tenant must permit viewing of the Premises at reasonable times of the day.

3.16 Obstruction and encroachment

3.16.1 ***Obstruction of windows***

The Tenant must not stop up, darken or obstruct any window or light belonging to the Premises.

3.16.2 ***Encroachments***

The Tenant must take all reasonable steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Premises and must notify the Landlord immediately if any such thing is constructed, encroachment is made or easement acquired or if any attempt is made to construct such a thing, encroach or acquire an easement. At the request of the Landlord the Tenant must adopt such means as are reasonably required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement.

3.17 Yielding up

At the end of the Term the Tenant must yield up the Premises with vacant possession, decorated and repaired in accordance with and in the condition required by the provisions of this Lease, give up all keys of the Premises to the Landlord, remove tenant's fixtures and fittings if requested to do so by the Landlord and remove any signs erected by the Tenant or any of his predecessors in title in, on or near the Premises, immediately making good any damage caused by their removal.

3.18 Interest on arrears

The Tenant must pay interest on any of the Lease Rents or other sums due under this Lease that are not paid within 14 days of the date due, whether formally demanded or not, the interest to be recoverable as rent. Nothing in this clause entitles the Tenant to withhold or delay any payment of the Lease Rents or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment.

3.19 Statutory notices

The Tenant must give full particulars to the Landlord of any notice, direction, order or proposal relating to the Premises made, given or issued to the Tenant by any government department or local, public, regulatory or other authority or court within 7 days of receipt and if so requested by the Landlord must produce it to the Landlord. The Tenant must without delay take all necessary steps to comply with the notice, direction or order. At the request of the Landlord, but at his own cost, the Tenant must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of any notice, direction, order or proposal.

3.20 Keyholders

On the grant of this Lease, the Tenant must pay the the Landlord's solicitors' charges for the preparation negotiation execution and completion of this Lease.

3.27 **Stamp Duty Land Tax and registration of the Lease**

The Tenant must pay all Stamp Duty Land Tax payable in connection with the creation of this Lease and register this Lease in accordance with the Land Registration Act 2002.

3.28 **Production of Documents**

Pursuant to clause 3.27:

3.27.1 The Tenant must supply the Landlord's solicitors with a certified copy of the Land Transaction Return Certificate within 5 days working days of receipt from the Inland Revenue; and

3.27.2 The Tenant shall supply the Landlord's solicitors with an official copy of the register within 5 working days of registration.

4 QUIET ENJOYMENT

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

5 INSURANCE

5.1 **Warranty as to convictions**

The Tenant warrants that before the execution of this document he has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks.

5.2 **Covenant to insure**

The Landlord covenants with the Tenant to insure the Premises unless the insurance is vitiated by any act or default of the Tenant or by anyone at the Premises expressly or by implication with his authority and under his control.

5.3 **Details of the insurance**

5.3.1 ***Office, underwriters and agency***

Insurance is to be taken out in such substantial and reputable insurance office, or with such underwriters, and through such agency as the Landlord from time to time decides.

5.3.2 ***Insurance cover***

Insurance must be taken out for the following amounts:

5.3.2.1 the sum that the Landlord is from time to time advised is the full cost of rebuilding and reinstating the Premises, including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for plan-

5.6.1 ***Obligation to obtain permissions***

If and whenever the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks–except one against which insurance may not ordinarily be arranged for properties such as the Premises, unless the Landlord has in fact insured against that risk–and payment of the insurance money is not wholly or partly refused because of any act or default of the Tenant or anyone at the Premises expressly or by implication with his authority and under his control, the Landlord must use his best endeavours to obtain the planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the Premises.

5.6.2 ***Obligation to reinstate***

Subject to the provisions of clause 5.6.3 RELIEF FROM THE OBLIGATION TO REINSTATE, and, if any permissions are required, after they have been obtained, the Landlord must as soon as reasonably practicable apply all money received in respect of the insurance taken out by the Landlord pursuant to this Lease, except sums in respect of loss of the Rent, in rebuilding or reinstating the Premises.

5.6.3 ***Relief from the obligation to reinstate***

The Landlord need not rebuild or reinstate the Premises if and for so long as rebuilding or reinstatement is prevented because:

5.6.3.1 the Landlord, despite using his best endeavours, cannot obtain any necessary permission,

5.6.3.2 any permission is granted subject to a lawful condition with which it is in all the circumstances it is unreasonable to expect the Landlord to comply,

5.6.3.3 there is some defect or deficiency in the site on which the rebuilding or reinstatement is to take place that means it can only be undertaken at a cost that is unreasonable in all the circumstances,

5.6.3.4 the Landlord is unable to obtain access to the site to rebuild or reinstate,

5.6.3.5 the rebuilding or reinstating is prevented by war, act of God, government action, strike or lock-out or

because of the occurrence of any other circumstances beyond the Landlord's control.

5.7 **Termination on failure to reinstate**

5.7.1 ***Notice to terminate***

If, at the end of a period of 3 years starting on the date of the damage or destruction by one or more of the Insured Risks, the Premises are still not fit for the Tenant's occupation and use, either the Landlord or the Tenant may by notice served at any time within 6 months of the end of that period ('a notice to terminate following failure to reinstate')

The Tenant must give immediate notice to the Landlord of any conviction, judgment or finding of any court or tribunal relating to the Tenant, or any director other officer or major shareholder of the Tenant, of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance.

5.8.7 ***Other insurance***

If at any time the Tenant is entitled to the benefit of any insurance of the Premises that is not taken out or maintained in pursuance of any obligation contained in this Lease, the Tenant must apply all money received by virtue of that insurance in making good the loss or damage in respect of which the money is received.

5.8.8 ***Reinstatement on refusal of money through default***

If at any time the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks and the insurance money under the policy of insurance taken out by the Landlord pursuant to his obligations contained in this Lease is wholly or partly irrecoverable because of any act or default of the Tenant or of anyone at the Premises expressly or by implication with his authority, the Tenant must immediately, at the option of the Landlord, either rebuild and reinstate the Premises or the part of them destroyed or damaged, to the reasonable satisfaction and under the supervision of the Surveyor--in which case, on completion of the rebuilding and refurbishment, the Landlord must pay to the Tenant the amount that the Landlord has actually received under the insurance policy in respect of the destruction or damage--or pay to the Landlord on demand with interest the amount of the insurance money so irrecoverable--in which case the provisions of clauses 5.5 SUSPENSION OF THE RENT, 5.6 LANDLORD'S OBLIGATION TO REINSTATE and 5.7 TERMINATION ON FAILURE TO REINSTATE are to apply.

5.9 **Landlord's further insurance covenants**

The Landlord covenants with the Tenant to observe and perform the requirements set out in this clause 5.9 in relation to the insurance policy taken out by the Landlord pursuant to his obligations contained in this Lease.

5.9.1 ***Copy policy***

The Landlord must produce to the Tenant on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid.

5.9.2 ***Change of risks***

The Landlord must notify the Tenant of any material change in the risks covered by the policy from time to time.

6 GUARANTEE PROVISIONS

6.1 The Guarantor's covenants

6.1.1 ***Nature and duration***

the disclaimer, take from the Landlord forthwith a lease of the Premises for the residue of the Contractual Term as at the date of the disclaimer, at the Rent then payable under this Lease and subject to the same covenants and terms as in this Lease--except that the Guarantor need not ensure that any other person is made a party to that lease as guarantor--the new lease to commence on the date of the disclaimer. The Guarantor must pay the costs of the new lease and VAT charged thereon, except where such VAT is recoverable or available for set-off by the Landlord as input tax, and execute and deliver to the Landlord a counterpart of the new lease.

6.1.2.3 Payments following disclaimer

If this Lease is disclaimed and the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with clause 6.1.2.2 NEW LEASE FOLLOWING DISCLAIMER, the Guarantor must pay to the Landlord on demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Premises and the Lease Rents in both cases for the period commencing with the date of the disclaimer and ending on whichever is the earlier of the date 12 months after the disclaimer, the date, if any, upon which the Premises are relet, and the end of the Contractual Term.

6.1.2.4 Guarantee of the Tenant's liabilities under an authorised guarantee agreement

If, at any time during the Liability Period while the Tenant is bound by an authorised guarantee agreement, the Tenant defaults in his obligations under that agreement, the Guarantor must make good to the Landlord on demand, and indemnify the Landlord against, all losses resulting from that default notwithstanding:

(a) any time or indulgence granted by the Landlord to the Tenant or neglect or forbearance of the Landlord in enforcing the payment of any sum or the observance or performance of the covenants of the authorised guarantee agreement;

(b) that the terms of the authorised guarantee agreement may have been varied by agreement between the Landlord and the Tenant; or

(c) anything else (other than a release by deed) by which, but for this clause 6.1.2.4, the Guarantor would be released.

6.1.3 *Severance*

6.1.3.1 Severance of void provisions

8.3 **Representations**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord, except any such statement or representation expressly set out in this Lease.

8.4 **Documents under hand**

While the Landlord is a limited company or other corporation, any licence, consent, approval or notice required to be given by the Landlord is to be sufficiently given if given under the hand of a director, the secretary or other duly authorised officer of the Landlord or by the Surveyor on behalf of the Landlord.

8.5 **Tenant's property**

If, after the Tenant has vacated the Premises at the end of the Term, any property of his remains in or on the Premises and he fails to remove it within 7 days after a written request from the Landlord to do so or, if the Landlord is unable to make such a request to the Tenant, within 14 days from the first attempt to make it, then the Landlord may, as the agent of the Tenant, sell that property. The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose property is sold by him in the mistaken belief held in good faith--which is to be presumed unless the contrary is proved--that the property belonged to the Tenant. If, having made reasonable efforts to do so, the Landlord is unable to locate the Tenant, then the Landlord may retain the proceeds of sale absolutely unless the Tenant claims them within 6 months of the date upon which he vacated the Premises. The Tenant must indemnify the Landlord against any damage occasioned to the Premises and any losses caused by or related to the presence of the property in or on the Premises.

8.6 **Compensation on vacating excluded**

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

8.7 **Limitation of liability of the Landlord**

The Landlord shall not be liable under his obligations contained in this Lease after the Landlord has assigned his interest in the Premises.

8.8 **Notices**

8.8.1 ***Form and service of notices***

A notice under this Lease must be in writing and, unless the receiving party or his authorised agent acknowledges receipt, is valid if, and only if:

8.8.1.1 it is given by hand, sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day; and

8.8.1.2 it is served:

SCHEDULE 1A: THE RIGHTS RESERVED

1 **Right of entry to inspect**

The right to enter, or in emergency to break into and enter, the Premises at any time during the Term at reasonable times and upon reasonable notice except in emergency to inspect them, to take schedules or inventories of fixtures and other items to be yielded up at the end of the Term and to exercise any of the rights granted to the Landlord elsewhere in this Lease.

2 **Access on renewal or rent review**

The right to enter the Premises with the Surveyor and the third party determining the Rent under any provisions for rent review contained in this Lease at convenient hours and on reasonable prior notice to inspect and measure the Premises for all purposes connected with any pending or intended step under the 1954 Act or the implementation of the provisions for rent review.

3 **Rights for the benefit of the the Landlord's Neighbouring Property**

3.1 'the Landlord's Neighbouring Property' means each and every part of the adjoining and neighbouring property in which the Landlord has an interest situate and known as 43 Market Place and 1 Fore Bondgate and forming part of the title registered at HM Land Registry with title number DU179534

3.2 The following rights are excepted and reserved from this Lease to the Landlord for the benefit of the the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

3.2.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term;

3.2.2 the right to use and to connect into Conduits at, but not forming part of, the Premises which are in existence at the date of this lease or which are installed or constructed during the perpetuity period; the right to install and construct Conduit at the Premises to serve any part of the Landlord's Neighbouring Property (whether or not such Conduits also serve the Premises); and the right to re-route any Service Media mentioned in this paragraph;

3.2.3 at any time during the term, the full and free right to develop any part of the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;

3.2.4 the right to erect scaffolding at the Premises and attach it to any part of the Premises in connection with any of the rights excepted and reserved from this Lease ;

3.2.5 the right to attach any structure, fixture or fitting to the boundary of the Premises in connection with any of the rights excepted and reserved from this Lease; and

3.2.6 the right to re-route and replace any Conduits used in common with the Landlord's Neighbouring Property.

SCHEDULE 2: THE RENT AND RENT REVIEW

2-1 Definitions

For all purposes of this schedule the terms defined in this paragraph 2-1 have the meanings specified.

2-1.1 *"The Assumptions"*

"The Assumptions" means:

2-1.1.1 the assumption that no work has been carried out on the Premises during the Term by the Tenant, his subtenants or their predecessors in title or any occupiers that has diminished the rental value of the Premises;

2-1.1.2 the assumption that if the Premises have been destroyed or damaged they have been fully rebuilt or reinstated, except where such rebuilding or reinstatement has not taken place as a result of default by the Landlord;

2-1.1.3 the assumption that the covenants contained in this Lease on the part of the Tenant have been fully performed and observed;

2-1.1.4 the assumption that the Premises are available to let at the relevant Review Date by a willing landlord to a willing tenant in the open market by one lease ("the Hypothetical Lease") without a premium being paid by either party and with vacant possession;

2-1.1.5 the assumption that the Premises have already been fitted out and equipped by and at the expense of the incoming tenant so that they are capable of being used by the incoming tenant from the beginning of the Hypothetical Lease for all purposes required by the incoming tenant that would be permitted under this Lease;

2-1.1.6 the assumption that the Hypothetical Lease contains the same terms as this Lease, except the amount of the Initial Rent and any rent-free period allowed to the Tenant at the commencement of the Term, but including the provisions for rent review on the Review Dates, and except as set out in paragraph 2-1.1.7;

2-1.1.7 the assumption that the term of the Hypothetical Lease is equal in length to the Contractual Term and that such term begins on the relevant review date, that the rent commences to be payable on that date, and that the years during which the tenant covenants to decorate the Premises are at the same intervals after the beginning of the term of the Hypothetical Lease as those specified in this Lease;

2-1.1.8 the assumption that the Hypothetical Lease will be renewed at the expiry of its term under the provisions of the 1954 Act;

2-1.1.9 the assumption that every prospective willing landlord and willing tenant is able to recover VAT in full; and

2-1.1.10 the assumption that the Premises can be used for the uses permitted by this Lease or for any user permitted by a licence granted by the Landlord (whichever use produces the higher rental value)

2-1.2 *"The Disregards"*

"The Disregards" means:

2-1.2.1 disregard of any effect on rent of the fact that the Tenant, his subtenants, or their predecessors in

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

2-2.4 *Conduct of the determination*

2-2.4.1 Fees and expenses

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

2-2.4.2 Representations

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

2-2.4.3 Replacement of an expert

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

2-2.5 *Memoranda of agreement*

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

2-2.6 *Reimbursement of costs*

If, on publication of an expert's determination, the Landlord or the Tenant pays all the expert's fees and expenses, the paying party may recover half of them from the other party in the case of the Landlord as rent arrears.

2-3 Payment of the Rent as ascertained

2-3.1 *Where the Rent is not ascertained by a review date*

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

2-3.2 *Where a review date is not a quarter day*

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

2-3.3 *Back-payment where review delayed*

If the Rent payable during any review period has not been ascertained by the relevant review date, then the Tenant must pay to the Landlord, within fourteen days of the date on which the Rent is agreed or the expert's determination is received by him, any shortfall between the Rent that would have been paid for that period

SCHEDULE 3: THE SHOP COVENANTS

1 Use

1.1 *Permitted Use*

3.40.1 The Tenant must use the Premises for the Permitted Use only.

1.2 *External displays*

3.40.2 The Tenant must not stand, place, deposit or expose any goods, materials, articles or things whatsoever for display or sale or for any other purpose outside any part of any building on the Premises.

1.3 *Noxious discharges*

3.40.3 The Tenant must not discharge into any of the Conduits any noxious or deleterious matter or any substance that might cause an obstruction in or danger or injury to the Conduits or be or become a source of obstruction, danger or injury and in the event of any such obstruction, danger or injury the Tenant must forthwith make good any damage to the satisfaction of the Surveyor.

1.4 *Noisy machinery*

3.40.4 The Tenant must not install in or use on the Premises any machinery or apparatus causing noise or vibration that can be heard or felt in nearby premises or outside the Premises or that may cause damage.

1.5 *Sound audible outside*

3.40.5 The Tenant must not play or use on the Premises any musical instrument, audio or other equipment or apparatus producing sound that can be heard outside the Premises if the Landlord in his absolute discretion considers such sounds to be undesirable and gives notice to the Tenant to that effect.

1.6 *Flashing lights*

3.40.6 The Tenant must not display any flashing lights in the Premises that can be seen from outside the Premises.

1.7 *Exterior lights and awnings*

3.40.7 The Tenant must not install or erect any exterior lighting, shade or awning at the Premises.

1.8 *Window cleaning*

3.40.8 The Tenant must clean both sides of all windows and window frames in any building on the Premises at least once every month.

2 Hours of trading

3.41 During normal trading hours for the locality the Tenant must keep the ground floor of the Premises open for business and properly cared for, and must trade actively throughout substantially the whole of the Premises except:

posed by the Tenant and the Tenant must repay the fees of the engineer or other person to the Landlord on demand.

5 Plate glass

5.1 *Insurance of plate glass*

3.41.8 The Tenant must insure any plate glass against breakage or damage, in a reputable insurance office, for its full reinstatement cost from time to time and whenever reasonably so required must produce to the Landlord particulars of the insurance policy and evidence of payment of the current year's premium.

5.2 *Reinstatement of plate glass*

3.41.9 Notwithstanding anything to the contrary contained elsewhere in this Lease, whenever the whole or any part of the plate glass is broken or damaged the Tenant must as quickly as possible lay out all money received in respect of the insurance of it in reinstating it with new glass of at least the same quality and thickness and must make good any deficiency in such money.

6 Licences

The following provision shall apply in respect of any Licence from time to time held in respect of the Tenant or in respect of the Premises of part of them.

6.1 The Tenant must not by any act or omission cause the transfer, surrender or attempted transfer or surrender, or lapse, of the Licence nor remove or attempt to remove the Licence to other premises.

6.2 The Tenant must not do any act or thing whereby the Licence may be forfeited or revoked or its renewal or transfer be refused or endangered or a restriction order be made in respect of the Premises.

6.3 The Tenant must not give any undertaking relating to the Premises or the Licence without the previous written consent of the Landlord.

6.4 The Tenant must not do, or omit on the Premises or elsewhere any act whereby the Tenant shall render himself or the Licence Holder for the time being liable to conviction of any offence under the licensing legislation or against any provision relating to Customs and Excise.

6.5 The Tenant must perform all conditions on the Licence and undertakings given to the licensing authority in respect of the Premises so far as the same are applicable to the Tenant or the Licence Holder for the time being and observe and perform any lawful regulations as to the conduct of the business at the Premises from time to time made for the district in which the Premises are situate.

6.6 The Tenant must obtain all consents as may be required by law (including the consent of the licensing authority) before carrying out any alterations to the Premises to which the Landlord has given his consent.

6.7 The Tenant must give immediate notice by guaranteed or recorded delivery post to the Landlord

SCHEDULE 4: THE SUBJECTIONS

All matters referred to in the registers of the Landlord's above Land Registry title numbers insofar as they affect the Premises.

1.6.1 *Definition*

'The Lease' means a [lease *(or as appropriate)* sublease] of the Premises dated *(date of lease)* and made between (1) [the Landlord *(or as appropriate) (name of original landlord)*] and (2) [the Guarantor *(or as appropriate) (name of original tenant)*] for the Term.

1.6.2 *Interpretation*

The term 'the Lease' includes all or any deeds and documents supplemental to the Lease whether or not expressed to be so.

1.7 'The Liability Period'

'The Liability Period' means the period during which the Assignee is bound by the tenant covenants of the Lease.

1.8 'The 1995 Act'

'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995 and all statutes, regulations and orders included by virtue of clause 1.11 REFERENCES TO STATUTES.

1.9 'The Premises'

'The Premises' means the land and building known as [ ] [shown edged red on the Plan annexed to the Lease]

1.10 References to clauses

Any reference in this Guarantee to a clause without further designation is to be construed as a reference to the clause of this document so numbered.

1.11 References to statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute.

1.12 'The Term'

'The Term' means years commencing on and including

1.13 Terms from the 1995 Act

'Tenant covenants' and 'authorised guarantee agreement' have the same meaning as is given by the 1995 Act Section 28(1).

2 RECITALS

2.1 The Lease

This Guarantee is supplemental to the Lease by which the Premises were let for the Term subject to the payment of the rents reserved by and the performance and observance of the covenants on the tenant's part and the conditions contained in the Lease.

2.2 Devolution of title

The immediate reversion to the Lease [remains *(or as appropriate)* is now] vested in the Landlord and the unexpired residue of the Term [remains *(or as appropriate)* is now] vested in the Tenant.

2.3 Consent required

Premises in accordance with clause 3.2.3 NEW LEASE FOLLOWING DISCLAIMER, the Guarantor must pay to the Landlord on demand an amount equal to the rents reserved by the Lease for the period commencing with the date of the disclaimer and ending on whichever is the earlier of the date one month after the disclaimer, the date, if any, upon which the Premises are relet, and the end of the Term.

3.2.5 ***Supplemental documents***

As and when called upon to do so, the Guarantor must enter into any document supplemental to the Lease for the purposes of consenting to the Assignee entering into [redacted] and of confirming that, subject only to the 1995 Act Section 18(2), all the obligations of the Guarantor will continue in full force and effect

4 THE LANDLORD'S COVENANT

The Landlord covenants with the Guarantor to notify the Guarantor in writing within twenty eight days of being informed of the facts bringing the Guarantor's liability under this Guarantee to an end.

5 MISCELLANEOUS

5.1 Discharge

Without prejudice to the 1995 Act Section 18(3), the Guarantor will not be released from any liability under this Guarantee nor shall any such liability be affected or any way exonerated by:

5.1.1 any time or indulgence granted by the Landlord to the Assignee, any neglect or forbearance of the Landlord in enforcing the payment of the rents reserved by the Lease or the observance or performance of the covenants or other terms of the Lease, or any refusal by the Landlord to accept rent tendered by or on behalf of the Assignee at a time when the Landlord is entitled, or will after the service of a notice under the Law of Property Act 1925 Section 146 be entitled, to re-enter the Premises,

5.1.2 the terms of the Lease having been varied by agreement between the parties,

5.1.3 the Assignee surrendering part of the Premises, in which event the liability of the Guarantor under the Lease is to continue in respect of the part of the Premises not surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140, and

5.1.4 anything else (other than a release by deed) by which, but for this clause 5.1, the Guarantor would have been released.

5.2 Exclusion of third party rights

Nothing in this Guarantee is intended to confer any benefit on any person who is not a party to it.

5.3 Notices

5.3.1 *Form and service of notices*

A notice under this Guarantee must be in writing and, unless the receiving party or his authorised agent acknowledges receipt, is valid if, and only if:

5.3.1.1 it is given by hand, sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day, and

5.3.1.2 it is served:

(a) where the receiving party is a company incorporated within Great Britain, at the registered of-

EXECUTED as a DEED by
RAFIQ FARIAK SALA
in the presence of:

Witness Signatun

Witness Name:

Witness Address: