

Hearing before the Members of the Statutory Licensing Sub-Committee

Friday 8th November 2024

9:30am

County Hall, Durham, DH1 5UL

Bar 1, 28-30 Front Street, Consett, County Durham, DH8 5AQ

Applicants Information

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Witness Statement

(Criminal Justice Act 1967, Sect 9; Magistrates' Court Act 1980, ss.5A (3) (a) and 5B; M.C. Rules, 1981, r.70)

Statement of Lisa Cowey

Age if under 18: Over 18

This statement (consisting of: 5 pages) 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 willfully stated anything which I know to be false or do not believe to be true.

1. My name is Lisa Dawn Cowey of

I make this statement in relation to an application I have recently submitted for a new premises licence at the premises known as Bar 1, 28-30 Front Street, Consett, DH8 5AQ.

2. I am making this statement because I have received representations in respect of the application I have submitted which make a number of claims, which are untrue.

Experience

3. Despite what the Police have said in their representation, I do have experience of working within hospitality venues. It extends beyond my experience working on the bar in Bar 1. I have experience of working in businesses in an accountancy role and also within hospitality roles.
4. After leaving school I did a business admin apprenticeship at West Waters Accountancy in Sunderland. I did this for a year before I moved on to Factory Direct, a home renovation company specializing in kitchens and bathrooms. I was the accounts and payroll assistant there for four and a half years. I worked directly under the firm's accountant and my responsibilities were purchase and sales ledger, payroll for about 100 employees, plus payments to self employed fitters.
5. After Factory Direct I worked at Parker Hannifen for 5 years as a purchase ledger clerk. That involved inputting invoices, monthly reports on accounts and balances, processing payments and liaising with suppliers and clients. I reported in that role to the Accounts Manager directly and the information I provided fed into the organization to help produce reports on the financial situation of the Filtration Group, to then feed into the larger accounts of the company. Whilst I was at Parker Hannifen I passed my AAT level 2 and level 3 qualifications. These are advanced qualifications in accountancy and book keeping. This means that I understand company accounts, which can assist me in running this business.
6. Between 2009 and 2010 I worked at the Catholic Club in Chester le Street. It's since stopped operating. It was my first job working in a bar, and I got the job through some friends who worked there. I was 23 at the time, it was a weekend job that I did in addition to working at Parker Hannifen. My role at the Catholic Club was general bar work. On weekends it would be common to have functions, and often the premises would have over 100 people inside at the function, not including the regulars.
7. Between 2012 and 2015 I worked at the North Briton, which was a pub in Newton Aycliffe. It was privately owned. I was working there on weekends. I was still also working at Parker Hannifen. In this job I was responsible for managing the bar area, ID checks, arranging staff Rotas, taking deliveries and making orders for the following week. I was also responsible for

cashing up and I was a key holder. My responsibilities in that respect included opening and locking up. Typical weekend numbers would be about 80-100.

8. In January 2014 I left Parker Hannifen as I was made redundant. At that point my shifts increased from not just doing the weekends but to picking up some mid week shifts. I had a baby in May 2014 and after that I kept working, when I could, but at least at weekends.
9. From 2015 to 2021 I worked in The Dog, a pub based in Heighington (between Newton Aycliffe and Darlington). My roles there included managing the bar area, ID checks, arranging staff rota's, deliveries, cashing up and again I was a key holder. I was responsible for opening and closing the premises. Typical weekend numbers would also be about 80-100.
10. During my time working between 2012 and 2021 I was effectively managing the premises when I worked there. Whilst I didn't have the title of assistant manager, that was my role. I was responsible for the staffing, cover, training staff and liaising with various suppliers. Whilst at the North Briton and The Dog, I worked for the same landlady, who was called K A .
11. From 2021 I was not working, like many others in the hospitality sector, because of covid. In 2023 I started working at Bar 1. I was employed by J A , who is my sister in law (her brother is the father to my children). Whilst I am separated from my former partner, we have stayed in touch. She knew I was out of work and offered me a job working behind the bar. The premises was open Thursday to Sunday and she was always there. My only duties were to work behind the bar.
12. So, whilst the Police say I have no experience of working or managing premises this is just not true. They were not aware of my previous experience and only asked a few questions. They were less interested in my managing the premises and more interested in the previous operators J and A . A (also known as G or Mr T) worked on the door. J also worked on the door whilst she was managing the premises.

An opportunity

13. I am of course aware of the situation with J A , the previous operator. I worked in the business and she is also the to my children, as explained above. This is not something that I sought to hide from the Police. I openly informed the Police of this fact, so I can understand why they might think there was some kind of link between us. We are related, but not by blood, and we are not in business together. I have not purchased the business from J . She is not an investor in the business. She is nothing to do with the business. The only connection is that I became aware of this opportunity through J misfortune. I then approached my father so see if he would back me in the business, as I didn't have the funds. He agreed and here we are now. I have attached a letter from my father D C to confirm his financial support at **Appendix 1.**
14. Once I knew I had the funding, I approached P S , who has the remainder of a 10 year lease on the premises. He agreed to grant me a sub-lease, subject to Landlords approval. P is liable for the lease, so was happy for somebody else to take it over to reduce his liability. The lease term was to start from 1st September, when we reached our agreement and that's when I submitted the licensing application. I had a few issues with drafting and submitting the application, as it was the first time I had done that. With a bit of assistance from the licensing authority, the application was eventually validated on the 13th September. I didn't get around to signing the lease until very recently. It was signed on the 15th October.
15. This was not a business purchase. I do not own the fixtures and fittings. It is short lease of the building for a year to start with. If we are successful in the business that can be extended. P currently has four years left to run on the lease, which means we can potentially agree a further lease for three years at the end of our lease. I have attached the lease at **Appendix 2.**

16. When I submitted the licensing application I wasn't sure what to include in the operating schedule in terms of conditions. I based the application on my experience of working in other bars and the good practice I have seen in place in those premises. A number of the conditions I have put forward aren't terribly practical to place on a premises licence. I know this now from speaking to my solicitor, and we have worked on a set of conditions, which I have attached at **Appendix 3**. These are the conditions we intend to now attach to the application to replace those conditions contained at section 18 of the application form, as being those we see as appropriate to address the licensing objectives.

The Police

17. Once the application was validated, I arranged to meet with I R from Durham Police. He called me and we arranged to meet at Bar 1. At this point I had the keys to the premises and would have been able to show him around. He then emailed me on the 18th September to say that he was pressed for time with another appointment and asked to meet at Chester le Street Police office if I was available. I responded that I was and we arranged to meet on 19th September at 3pm. When I arrived at the station I took me through to a meeting room, informing me that his supervisor was also attending the meeting. Up until that point I had not met C D , and didn't know I was going to meet her on that day.
18. I sat down at the table with them and they made introductions. I was then shown a body cam device, and told that it was procedure to record all meetings with potential licence holders. This seemed a little strange and intimidating to me, that I was being recorded, and I wasn't informed of this beforehand. We proceeded to talk. The conversation was strange because I had gone there to talk about my application and my running of the premises. However, all they wanted to talk about was the previous operator. We did cover a few things relevant to my application. They asked about the security company that I would use, and I explained that I had spoken to A S and S N S . She seemed to be happy with these providers. She also mentioned metal detectors and an ID scanner. She didn't mention any of the conditions that I offered and was only emphasizing the history of Bar 1. She kept referring to problems at Bar 1. She kept talking about underage drinkers and incidents, neither of which I thought was correct. For example ID systems on Bar 1 when I worked there were tight on the door and again on the bar. She did ask me about the lease, and I said that I would provide a copy as soon as it was signed. As mentioned above, this took longer than anticipated and by the time it was signed she had objected anyway.
19. I thought the meeting with C and I went fine, but all they seemed concerned about was my relationship with J A . I did confirm at the time that I would be happy to agree a condition or something else so that J and A were nothing to do with the business. She said that we could not do that as a result of Human rights. I have since discovered that the use of conditions on premises licences to exclude certain individuals is relatively commonplace in licensing. I have therefore included within the offered conditions an exclusion at for J A and A T .

Police Evidence

20. I have read through the representation from C D . When we met on the 19th September she did ask me if I had ever ran a bar before. I have never ran my own bar before and so didn't need a personal licence. That was the context I was trying to get across. Clearly, it can be seen from my experience above that I have ran a bar. I have ran several bars.
21. I wasn't involved in the management of Bar1. I cannot comment upon the detail that C has provided in regards to the previous operators.

22. The timescale on the application was correct, as was my being linked to the previous operator. I have explained this. What happened at the premises has nothing to do with me. This seems to be all that the Police are concerned about.
23. I have explained that I did not buy the business, and that I would be taking it over. I have not got a licence for the premises, so I am not in a position to appoint a DJ. So, a social media post from a person who doesn't work for me and isn't even aware that I intend to change the name of the premises really holds no weight. Employing a DJ is pretty far down my list of priorities at the moment. The fact that somebody has posted on Facebook that they will be DJing at Bar 1 is really jumping the gun. I have no DJ employed. I have no bar staff employed. It's really very early days.
24. As far as the premises being the same Bar 1, this is not correct. I will operate the premises in a very different way, which will start with staff and my door team. One of the problems with Bar 1 was that the manager was also running the door. I will leave the running of the door to the door team and focus on managing the venue. I will also follow the security risk assessment in terms of the numbers of door supervisors used. To start with the premises would use more door staff than it needed just to be in the business. There would always be two door supervisors on the front and two inside. This is the advice received from S T at S N s. Otherwise the premises would operate in accordance with a risk assessment, which S will carry out. We are also not sure what the premises will be called, but we are not tied to the name Bar 1. I recognize that the name of the premises is somewhat toxic. I would be happy to agree a condition that we would not use that name or brand and I have included a draft condition in my proposed conditions.

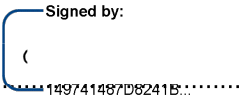
Conditions

25. The conditions attached at **Appendix 3** are intended to promote the licensing objectives and replace those already offered. They are comprehensive and will form the basis of our operation of the premises. The conditions will operate alongside the policies and procedures for the premises, some of which are detailed in the conditions. I am happy for the police to feedback on the policies we will be operating at the premises. I will work with the Police as part of this process.
26. Were I to be granted the premises licence it would take about a month to get the premises into a position where it is ready to trade. To make sure that we were and could be compliant with the conditions on the premises licence. I will be employing T L to carry out our training and to provide assistance with compliance.

Security

27. I have liaised with two security firms, being A and S N S. I have decided to instruct S T on behalf of S N s. When I spoke to him it was clear that he had experience in this area and he filled me with confidence in his firm running the security at the bar. I have since spoken to S about running the door and agreed that he will carry out a risk assessment. Initially he has said that we will need a minimum of 2 door supervisors on the front door and two inside. The doorman on the front door would be organized so that one would be looking at ID and the other conducting searches and using the wands (metal detectors). S will provide the wands and the bodycam and that would be worn by one of the doorman on the front, likely the one checking ID. This area is also covered by CCTV.
28. Inside the premises the two other door supervisors would be walking around the premises, checking the toilets and liaising with staff. The door team would be connected with radio's. The manager would also have a radio.

- 29. I have agreed with S [redacted] to adopt his policies and procedures and that his firm will be in charge of security. At the end of every trading period we will have a meeting to feedback any issues during the night. That feedback and any incident reports will form the basis for a weekly report to be provided to Durham Police.
- 30. Following our meeting with the Police they asked for us to install an ID scan system. We are happy to do this, so long as the purpose is to check ID and promote the licensing objectives. We would operate this in accordance with Challenge 25. This would mean that if you look over 25 we would not need to see your ID to prove your age. This makes sense to me, as a person who does go out and no longer needs to carry ID, since I look over 25. I have been looking at some systems, and would intend to work with S [redacted] T [redacted] in regards to the best solution for the venue.
- 31. Somebody from the premises will attend the local Pubwatch which operates in Consett. There are a list of persons banned from premises in Consett and I will liaise with the Chair person to get a list of those barred and the Police to obtain photographs. Those names will then be shared with the door team. We will actively participate in Pubwatch and support it in Consett.
- 32. This statement is true. I have made it of my own free will.

Signed  Signed by: [redacted]
149741487D8241B.....

Dated 4th November 2024

I D C , can confirm I am financially supporting Lisa Cowey, as my and also as her main investor.

I have worked as an engineer for over 40 years off shore and in the UK. I am fortunate to have savings and to be comfortable enough to support my daughter in this new business.

I have chosen to finance this to give my daughter an opportunity to run her own business, doing something that she knows well having worked in bars a lot over the years.

She has business experience, from when she worked in accounts, and knows how to a run a business since she has helped others to do it.

I have been impressed with the way she has taken this on, from submitting the application herself to working with suppliers and the security company she wishes to employ.

This will be a challenge for Lisa, but she is more than capable of making this a safe and successful business.

I understand that there is an opposition to her running the business from the police and the council. This is on the basis of her being connected to the previous operator. The previous operator is her sister in law and that is it. The previous operators have nothing to do with the business. I understand they have also questioned Lisa's ability to run the business, based on inexperience. Lisa has loads of experience of working in bars and has ran the bar in this venue. Her competency has not been questioned before.

She is just after a new start for her family, and needs to be given a chance.

Kind Regards

Mr D C

2009-2010 – Catholic Club (Chester Le Street)

General bar work, ID checks.

2012-2015 – The North Briton (Newton Aycliffe)

Managing bar area, ID Checks, arranging staff rotas, deliveries, cashing up. Key holder and locking up.

2015-2021 – The Dog (Heighington)

Managing bar area, ID Checks, arranging staff rotas, deliveries, cashing up. Key holder and locking up.

2023-2024 – Bar1

Managing bar area, ID checks.

GUARANTEE BOX

The terms in this box only take effect if a guarantor is named in clause 1.R.3 and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

The Guarantor agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease term or any statutory extension of it. If the Tenant is insolvent or this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord so requires, in the same form but at the rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

CODE FOR LEASING BUSINESS PREMISES IN ENGLAND AND WALES 2007

This lease is intended to conform to the Code, which is endorsed by the Department for Communities and Local Government, the Welsh Assembly Government, the Law Society and other bodies. Please see www.leasingbusinesspremises.co.uk

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.

If a party to this lease is a company:

- (a) two directors, or
- (b) a director and a company secretary, or
- (c) a single director whose signature is independently witnessed

must sign on behalf of the company:

Signed as a deed by/on behalf of the Landlord and delivered in the presence of

2

Landlord

Peter Ross, Principal

Witness

**Peter Ross & Co Law Firm
2 Jasmine Villas, Whickham,
Newcastle Upon Tyne,
England NE16 4JH**

Witness's occupation and address

Signed as a deed by/on behalf of the Landlord and delivered in the presence of

Tenant

Witness

**Peter Ross, Principal
Peter Ross & Co Law Firm
2 Jasmine Villas, Whickham,
Newcastle Upon Tyne,
England NE16 4JH**

Witness's occupation and address

Signed as a deed by/on behalf of the Guarantor and delivered in the presence of

Guarantor

Witness

Witness's occupation and address

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

10 QUIET ENJOYMENT

10. The Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

11 INSURANCE

11. The Landlord is to:
- 11.1 keep the property (except the plate glass) insured on reasonable terms with reputable insurers to cover:
- (a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent
 - (b) against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and other risks reasonably required by the Landlord
- so far as cover is available at normal insurance rates for the locality and subject to reasonable excesses and exclusions
- 11.2 take all necessary steps to make good as soon as possible all damage to the property by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant
- 11.3 give the tenant on request once a year:
- (a) particulars of the policy and evidence from the insurer that it is in force
 - (b) details of any commission received by the Landlord for that insurance

12 FORFEITURE

12. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:
- (a) payment of any rent is fourteen days overdue, even if it was not formally demanded
 - (b) the Tenant has not complied with any of the terms of this lease
 - (c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of the Tenant's property is appointed
 - (d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it or the directors of the Tenant give notice of their intention to appoint an administrator

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor

13 END OF LEASE

13. When this lease ends the Tenant is to:
- 13.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
- 13.2 (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes
- 13.3 remove all the alterations or additions to the property made by the Tenant or its predecessors without the Landlord's consent (where that consent was required)
- 13.4 remove all or any of the alterations or additions to the property made, either with the Landlord's consent or where such consent was not required, by the Tenant or its predecessors in title if:
- (a) the Landlord reasonably requires, and
 - (b) the Landlord gives the Tenant written notice of the requirement at least six months before the end of this lease, or later if shorter notice is reasonable

GENERAL

14 PARTIES' RESPONSIBILITY

- 14.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

SERVICE OF NOTICE

- 14.2 The rules about serving notices in section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

ARBITRATION

- 14.3 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act 1996. The Landlord and the Tenant may agree the appointment of an arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

HEADINGS

- 14.4 The headings do not form part of this lease

15 RENT REVIEW - INDEX-LINKED

- 15.1 Clause 8 does not apply to this lease
- 15.2 On each rent review date, the rent is to be adjusted by reference to the Index, as follows
- 15.3 The adjusted rent is to be the initial rent payable under this lease (after any rent free period has expired) multiplied by the Index figure at the rent review date and divided by the Index figure at the start of the term of this lease
- 15.4 (a) The Tenant is to pay rent at the rate applying before the rent review date until the next rent payment date after the new rent is agreed or decided
- (b) Starting on that rent payment date, the Tenant is to pay the new rent
- (c) On that rent payment date
- (i) the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest at 4% below the Law Society's interest rate on the excess of each instalment from its rent payment date
 - (ii) the Landlord is to refund any amount by which the rent paid exceeds the rent payable since the rent review date, with interest at 4% below the Law Society's interest rate on the excess of each instalment from the date of receipt
- 15.5 For the purposes of this clause
- (a) The Index means the "all items" figure of the Index of Retail Prices published by the Office for National Statistics or any officially published index intended to supersede it
 - (b) The Index figure for a particular date means the last published figure of the Index before that date
 - (c) If the method of calculation of the Index is changed, any official reconciliation between the old and the new method should be adopted
- 15.6 Any dispute under any part of this clause is to be decided by arbitration under clause 14.3

5.8 If the Tenant fails to do any work which this lease requires and the Landlord gives the Tenant written notice to do it, to do that work. In such a case, the Tenant is to start the work within two months or immediately in case of emergency, and proceed diligently with it. In default, the Tenant is to permit the Landlord to do the work.

5.9 However, this clause

- (a) does not require the Tenant to make good damage by a risk not required to be insured under clause 11.1 unless resulting from the act or default of the Tenant
- (b) only requires the Tenant to make good damage caused by an insured risk to the extent that the insurance money has not been paid because of any act or default of the Tenant

6 TRANSFER ETC.

6. The Tenant is to comply with the following

6.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder

6.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably)

6.3 any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet

6.4 within four weeks after the property is transferred, mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer, mortgage or sublease sent to them for registration with the fee payable under clause 2.3

6.5 if-

(a) the financial standing of the proposed transferee, and any guarantor, is lower than that of the current Tenant, or the proposed transferee is resident or registered overseas, and

(b) the Landlord reasonably requires

a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the transferee will perform the Tenant's obligations

7 OTHER MATTERS

7. The Tenant

7.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as it is received

7.2 is to allow the Landlord, during the last six months of the lease term, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let

7.3 is not to apply for planning permission relating to the use of the property or any addition or alteration unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably where the use or addition or alteration is permitted by this lease or has the Landlord's written consent)

7.4 in occupying, using and doing work on the property, is to comply with all statutory requirements

8 RENT REVIEW - MARKET RENT

8.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date

8.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a term equal to the remainder of the lease term, assuming that at that date

- (a) no account is taken of any goodwill belonging to anyone who has occupied the property
- (b) the property is vacant and has not been occupied by the Tenant or any sub-tenant
- (c) the property can immediately be used
- (d) the property is in the condition required by this lease and any damage caused by any of the risks to be insured under clause 11 has been made good
- (e) no tenant or sub-tenant has previously during the lease term done anything to the property to increase or decrease its rental value. In this paragraph "anything" includes work done by the Tenant to comply with clause 5.7, but nothing else which the Tenant was obliged to do under this lease

8.3 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease

8.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 14.3

8.5 (a) The Tenant is to pay rent at the rate applying before the rent review date until the next rent payment date after the new rent is agreed or decided

(b) Starting on that rent payment date, the Tenant is to pay the new rent

(c) On that rent payment date, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest at 4% below the Law Society's interest rate on the excess of each instalment from its payment date

9 DAMAGE

9. If the property is damaged by any of the risks required to be insured under clause 11 and as a result of that damage the property, or any part of it, cannot be used for the use allowed

9.1 the rent, or a fair proportion of it, is to be suspended for three years or if earlier, until the whole of the property can again be used for the use allowed

9.2 if at any time it is unlikely that the property will be fully restored either within three years from the date of the damage, or (if sooner) before the end of the lease term, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other in which case

(a) the insurance money belongs to the Landlord and

(b) the Landlord's obligation to make good damage under clause 11 ceases

9.3 a notice under clause 9.2 is only effective if given within three years from the date of the damage

9.4 If the insurers refuse to pay all or part of the insurance money because of the Tenant's act or default

(a) to the extent of that refusal, the Tenant cannot claim the benefit of clause 9.1

(b) the Tenant cannot serve notice under clause 9.2

9.5 If the property is damaged (but not as a result of the act or default of the Tenant) by a risk not required to be insured under clause 11.1 and as a result of that damage the property, or any part of it, cannot be used for the use allowed

(a) the rent or a fair proportion of it is to be suspended for three years, or if earlier, until the whole property can again be used for the use allowed, and

(b) not earlier than two months after the date of the damage, either the Landlord or the Tenant may, unless the Landlord has previously undertaken promptly to make good the damage, end the lease by giving at least one month's notice to the other

9.6 Any dispute under any part of this clause is to be decided by arbitration under clause 14.3

TENANT'S OBLIGATIONS

1 PAYMENTS

1. The Tenant is to pay the Landlord
 - 1.1 the rent, which is to be paid by the following instalments
 - (a) on the first payment date, a proportionate sum from that date to the next monthly payment date
 - (b) on each monthly payment date, one-twelfth of the annual rent
 - 1.2 a fair proportion (decided by a surveyor whom the Landlord nominates) of the cost of repairing, maintaining and cleaning party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property
 - 1.3 the cost (including professional fees) of any works to the property which the Landlord does after the Tenant defaults
 - 1.4 the costs and expenses (including professional fees) which the Landlord incurs in
 - (a) dealing with any application by the Tenant for consent or approval, whether it is given or not
 - (b) preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
 - (c) preparing and serving schedules of dilapidations either during the lease term or recording failure to give up the property in the appropriate state of repair when this lease ends
 - (d) insuring the property under this lease
 - 1.6 interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date
 - 1.6 in making payments under this clause:
 - (a) nothing is to be deducted or set off
 - (b) any value added tax payable is to be added
- 2 The Tenant is also to make the following payments, with value added tax where payable:
 - 2.1 all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid on the due date to the appropriate authorities
 - 2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid to the appropriate authority
 - 2.3 a registration fee of £40 for each document which this lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration

3 USE

3. The Tenant is to comply with the following requirements as to the use of the property and any part of it, and is not to authorise or allow anyone else to contravene them
 - 3.1 to use the property, except any residential accommodation, only for the use allowed
 - 3.2 to use any residential accommodation only as a home for one family
 - 3.3 not to do anything which might invalidate any insurance policy covering any part of the property or which might increase the premium
 - 3.4 not to hold an auction in the property
 - 3.5 not to use the property for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

- 3.6 not to display any signs or advertisements on the outside of the property or which are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)
- 3.7 not to overload any part of the property
- 3.8 to comply with every statutory obligation authorising or regulating how the property is used, and to obtain, comply with the terms of, renew and continue any licence or registration which is required

4 ACCESS

- 4 The Tenant is to give the Landlord, or anyone with the Landlord's written authority, access to the property
 - 4.1 for these purposes
 - (a) inspecting the condition of the property, or how it is being used
 - (b) doing works which the Landlord is permitted to do under clause 5.8
 - (c) complying with any statutory obligation
 - (d) viewing the property as a prospective buyer, tenant or mortgagee
 - (e) valuing the property
 - (f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires or cables serving the property or any neighbouring property
 - 4.2 and only on seven days' written notice except in an emergency
 - 4.3 and during normal business hours except in an emergency
 - 4.4 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

5 CONDITION AND WORK

- 5 The Tenant is to comply with the following duties in relation to the property:
 - 5.1 to maintain the state and condition of the property, but the Tenant need not alter or improve it except as required in clause 5.7
 - 5.2 to decorate the inside and outside of the property
 - (a) in every fifth year of the lease term
 - (b) in the last three months of the lease term (however it ends) except to the extent that it has been decorated in the previous yearand on each occasion the Tenant is to use the colours and the types of finish used previously
 - 5.3 not to make any structural alterations external alterations or additions to the property
 - 5.4 not to make any other alterations affecting services or systems in the property unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably)
 - 5.5 to notify the Landlord of all alterations or additions to the property not covered by clauses 5.3 or 5.4
 - 5.6 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged
 - 5.7 to do any work to the property required under a statute even if it alters or improves the property. The work is to be done on the following conditions
 - (a) before doing it, the Tenant is to obtain the Landlord's written consent (and the Landlord is not entitled to withhold that consent unreasonably)
 - (b) the Landlord is to contribute a fair proportion of the cost, taking into account any value of the work to the Landlord and any dispute is to be decided by arbitration under clause 14.3

- LR9. RIGHTS OF ACQUISITION ETC
- LR9.1 TENANT'S CONTRACTUAL RIGHTS TO RENEW THIS LEASE, TO ACQUIRE THE REVERSION OR ANOTHER LEASE OF THE PROPERTY, OR TO ACQUIRE AN INTEREST IN OTHER LAND None
- LR9.2 TENANT'S COVENANT TO (OR OFFER TO) SURRENDER THIS LEASE None
- LR9.3 LANDLORD'S CONTRACTUAL RIGHTS TO ACQUIRE THIS LEASE None
- LR10. RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY None
- LR11. EASEMENTS
- LR11.1 EASEMENTS GRANTED BY THIS LEASE FOR THE BENEFIT OF THE PROPERTY None
- LR11.2 EASEMENTS GRANTED OR RESERVED BY THIS LEASE OVER THE PROPERTY FOR THE BENEFIT OF OTHER PROPERTY None
- LR12. ESTATE RENTCHARGE BURDENING THE PROPERTY None
- LR13. APPLICATION FOR STANDARD FORM OF RESTRICTION None

[LR14. DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT

The Tenant is more than one person. They are to hold the property on trust for themselves as [joint tenants] [tenants in common in equal shares]]

USE ALLOWED Any use within the Town and Country Planning (Use Classes) Order 1987
or any other use to which the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

RENT Twenty one thousand Pounds
() a year, subject to increase from every review date under clause 8 (market rent review) or, if this box is ticked clause 15 (index-linked rent review)

FIRST PAYMENT DATE The _____ 20__

MONTHLY PAYMENT DATE The 1st day _____ day of every month

RENT REVIEW DATES Every N/a anniversary of the start of the lease term

The Landlord lets the property to the Tenant for the lease term at the rent and on the terms in clauses 1 to 14 and in any additional clauses



The Law Society

The Law Society Business Lease (Whole of Building) (Registered) 2008

LR1. DATE OF LEASE 1st SEPTEMBER 2024

LR2. TITLE NUMBER(S)

LR2.1 LANDLORD'S TITLE NUMBER(S) DU253269

LR2.2 OTHER TITLE NUMBERS

LR3. PARTIES TO THIS LEASE

LANDLORD P S

ADDRESS 28-30 Front Street, Consett

POSTCODE DH8 5AQ

COMPANY NO.

TENANT Lisa Cowey

ADDRESS

POSTCODE

COMPANY NO.

GUARANTOR

ADDRESS

POSTCODE

COMPANY NO.

LR4. PROPERTY 28-30 Front Street, Consett County Durham

POSTCODE DH8 5AQ

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.

LR5. PRESCRIBED STATEMENTS ETC. None

LR6. TERM FOR WHICH THE PROPERTY IS LEASED

From and including 1st SEPTEMBER 2024

To and including 31 AUGUST 2025

LR7. PREMIUM

LR8. PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE

This lease contains a provision that prohibits or restricts dispositions.



The Law Society

15th October

The Law Society Business Lease (Whole of Building) (Registered) 2008

LR1. DATE OF LEASE ~~1st SEPTEMBER~~ 2024

LR2. TITLE NUMBER(S)

LR2.1 LANDLORD'S TITLE NUMBER(S) DU253269

LR2.2 OTHER TITLE NUMBERS

LR3. PARTIES TO THIS LEASE

LANDLORD P S

ADDRESS 28-30 Front Street, Consett POSTCODE DH8 5AQ

COMPANY NO.

TENANT Lisa Cowey

ADDRESS 1 POSTCODE

COMPANY NO.

GUARANTOR

ADDRESS POSTCODE

COMPANY NO.

LR4. PROPERTY 28-30 Front Street, Consett County Durham

POSTCODE DH8 5AQ

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.

LR5. PRESCRIBED STATEMENTS ETC. None

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From and including 1st SEPTEMBER 2024

To and including 31 AUGUST 2025

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This lease contains a provision that prohibits or restricts dispositions.

- LR9. RIGHTS OF ACQUISITION ETC.
- LR9.1 TENANT'S CONTRACTUAL RIGHTS TO RENEW THIS LEASE, TO ACQUIRE THE REVERSION OR ANOTHER LEASE OF THE PROPERTY, OR TO ACQUIRE AN INTEREST IN OTHER LAND None
- LR9.2 TENANT'S COVENANT TO (OR OFFER TO) SURRENDER THIS LEASE None
- LR9.3 LANDLORD'S CONTRACTUAL RIGHTS TO ACQUIRE THIS LEASE None
- LR10. RESTRICTIVE COVENANTS GIVEN IN THIS LEASE BY THE LANDLORD IN RESPECT OF LAND OTHER THAN THE PROPERTY None
- LR11. EASEMENTS
- LR11.1 EASEMENTS GRANTED BY THIS LEASE FOR THE BENEFIT OF THE PROPERTY None
- LR11.2 EASEMENTS GRANTED OR RESERVED BY THIS LEASE OVER THE PROPERTY FOR THE BENEFIT OF OTHER PROPERTY None
- LR12. ESTATE RENTCHARGE BURDENING THE PROPERTY None
- LR13. APPLICATION FOR STANDARD FORM OF RESTRICTION None
- [LR14. DECLARATION OF TRUST WHERE THERE IS MORE THAN ONE PERSON COMPRISING THE TENANT

The Tenant is more than one person. They are to hold the property on trust for themselves as [joint tenants] [tenants in common in equal shares]

USE ALLOWED Any use within the Town and Country Planning (Use Classes) Order 1987
or any other use to which the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

RENT Twenty one thousand Pounds
() a year, subject to increase from every review date under clause 8 (market rent review) or, if this box is ticked , clause 15 (index-linked rent review)

FIRST PAYMENT DATE The _____ 20____

MONTHLY PAYMENT DATE The 1st day _____ day of every month

RENT REVIEW DATES Every N/a anniversary of the start of the lease term

The Landlord lets the property to the Tenant for the lease term at the rent and on the terms in clauses 1 to 14 and in any additional clauses.

TENANT'S OBLIGATIONS

1 PAYMENTS

1. The Tenant is to pay the Landlord
 - 1.1 the rent, which is to be paid by the following instalments:
 - (a) on the first payment date, a proportionate sum from that date to the next monthly payment date
 - (b) on each monthly payment date, one-twelfth of the annual rent
 - 1.2 a fair proportion (decided by a surveyor whom the Landlord nominates) of the cost of repairing, maintaining and cleaning party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property
 - 1.3 the cost (including professional fees) of any works to the property which the Landlord does after the Tenant defaults
 - 1.4 the costs and expenses (including professional fees) which the Landlord incurs in:
 - (a) dealing with any application by the Tenant for consent or approval, whether it is given or not
 - (b) preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
 - (c) preparing and serving schedules of dilapidations either during the lease term or recording failure to give up the property in the appropriate state of repair when this lease ends
 - (d) insuring the property under this lease
 - 1.5 interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date
 - 1.6 in making payments under this clause:
 - (a) nothing is to be deducted or set off
 - (b) any value added tax payable is to be added
- 2 The Tenant is also to make the following payments, with value added tax where payable:
 - 2.1 all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid on the due date to the appropriate authorities
 - 2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid to the appropriate authority
 - 2.3 a registration fee of £40 for each document which this lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration

3 USE

3. The Tenant is to comply with the following requirements as to the use of the property and any part of it, and is not to authorise or allow anyone else to contravene them:
 - 3.1 to use the property, except any residential accommodation, only for the use allowed
 - 3.2 to use any residential accommodation only as a home for one family
 - 3.3 not to do anything which might invalidate any insurance policy covering any part of the property or which might increase the premium
 - 3.4 not to hold an auction in the property
 - 3.5 not to use the property for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

- 3.6 not to display any signs or advertisements on the outside of the property or which are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)
- 3.7 not to overload any part of the property
- 3.8 to comply with every statutory obligation authorising or regulating how the property is used, and to obtain, comply with the terms of, renew and continue any licence or registration which is required

4 ACCESS

- 4 The Tenant is to give the Landlord, or anyone with the Landlord's written authority, access to the property:
 - 4.1 for these purposes:
 - (a) inspecting the condition of the property, or how it is being used
 - (b) doing works which the Landlord is permitted to do under clause 5.8
 - (c) complying with any statutory obligation
 - (d) viewing the property as a prospective buyer, tenant or mortgagee
 - (e) valuing the property
 - (f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires or cables serving the property or any neighbouring property
 - 4.2 and only on seven days' written notice except in an emergency
 - 4.3 and during normal business hours except in an emergency
 - 4.4 and the Landlord is promptly to make good all damage caused to the property and any goods there in exercising these rights

5 CONDITION AND WORK

- 5 The Tenant is to comply with the following duties in relation to the property:
 - 5.1 to maintain the state and condition of the property, but the Tenant need not alter or improve it except as required in clause 5.7
 - 5.2 to decorate the inside and outside of the property:
 - (a) in every fifth year of the lease term
 - (b) in the last three months of the lease term (however it ends) except to the extent that it has been decorated in the previous yearand on each occasion the Tenant is to use the colours and the types of finish used previously
 - 5.3 not to make any structural alterations, external alterations or additions to the property
 - 5.4 not to make any other alterations affecting services or systems in the property unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably)
 - 5.5 to notify the Landlord of all alterations or additions to the property not covered by clauses 5.3 or 5.4
 - 5.6 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged
 - 5.7 to do any work to the property required under a statute even if it alters or improves the property. The work is to be done on the following conditions:
 - (a) before doing it, the Tenant is to obtain the Landlord's written consent (and the Landlord is not entitled to withhold that consent unreasonably)
 - (b) the Landlord is to contribute a fair proportion of the cost, taking into account any value of the work to the Landlord and any dispute is to be decided by arbitration under clause 14.3

5.8 If the Tenant fails to do any work which this lease requires and the Landlord gives the Tenant written notice to do it, to do that work. In such a case, the Tenant is to start the work within two months, or immediately in case of emergency, and proceed diligently with it. In default, the Tenant is to permit the Landlord to do the work

5.9 However, this clause:

- (a) does not require the Tenant to make good damage by a risk not required to be insured under clause 11.1 unless resulting from the act or default of the Tenant
- (b) only requires the Tenant to make good damage caused by an insured risk to the extent that the insurance money has not been paid because of any act or default of the Tenant

6 TRANSFER ETC.

6. The Tenant is to comply with the following:

6.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder

6.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably)

6.3 any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet

6.4 within four weeks after the property is transferred, mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer, mortgage or sublease sent to them for registration with the fee payable under clause 2.3

6.5 if-

- (a) the financial standing of the proposed transferee, and any guarantor, is lower than that of the current Tenant, or the proposed transferee is resident or registered overseas, and
- (b) the Landlord reasonably requires

a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the transferee will perform the Tenant's obligations

7 OTHER MATTERS

7. The Tenant:

7.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as it is received

7.2 is to allow the Landlord, during the last six months of the lease term, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let

7.3 is not to apply for planning permission relating to the use of the property or any addition or alteration unless the Landlord gives written consent in advance (and the Landlord is not entitled to withhold that consent unreasonably where the use or addition or alteration is permitted by this lease or has the Landlord's written consent)

7.4 in occupying, using and doing work on the property, is to comply with all statutory requirements

8 RENT REVIEW - MARKET RENT

8.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date

8.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a term equal to the remainder of the lease term, assuming that at that date

- (a) no account is taken of any goodwill belonging to anyone who has occupied the property
- (b) the property is vacant and has not been occupied by the Tenant or any sub-tenant
- (c) the property can immediately be used
- (d) the property is in the condition required by this lease and any damage caused by any of the risks to be insured under clause 11 has been made good
- (e) no tenant or sub-tenant has previously during the lease term done anything to the property to increase or decrease its rental value. In this paragraph "anything" includes work done by the Tenant to comply with clause 5.7, but nothing else which the Tenant was obliged to do under this lease

8.3 If the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease

8.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 14.3

8.5 (a) The Tenant is to pay rent at the rate applying before the rent review date until the next rent payment date after the new rent is agreed or decided

(b) Starting on that rent payment date, the Tenant is to pay the new rent

(c) On that rent payment date, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest at 4% below the Law Society's interest rate on the excess of each instalment from its payment date

9 DAMAGE

9. If the property is damaged by any of the risks required to be insured under clause 11 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:

9.1 the rent, or a fair proportion of it, is to be suspended for three years or if earlier, until the whole of the property can again be used for the use allowed

9.2 if at any time it is unlikely that the property will be fully restored either within three years from the date of the damage, or (if sooner) before the end of the lease term, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other in which case

- (a) the insurance money belongs to the Landlord and
- (b) the Landlord's obligation to make good damage under clause 11 ceases

9.3 a notice under clause 9.2 is only effective if given within three years from the date of the damage

9.4 If the insurers refuse to pay all or part of the insurance money because of the Tenant's act or default:

- (a) to the extent of that refusal, the Tenant cannot claim the benefit of clause 9.1
- (b) the Tenant cannot serve notice under clause 9.2

9.5 If the property is damaged (but not as a result of the act or default of the Tenant) by a risk not required to be insured under clause 11.1 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:

- (a) the rent or a fair proportion of it is to be suspended for three years, or if earlier, until the whole property can again be used for the use allowed, and
- (b) not earlier than two months after the date of the damage, either the Landlord or the Tenant may, unless the Landlord has previously undertaken promptly to make good the damage, end the lease by giving at least one month's notice to the other

9.6 Any dispute under any part of this clause is to be decided by arbitration under clause 14.3

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

10 QUIET ENJOYMENT

10. The Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

11 INSURANCE

11. The Landlord is to:
- 11.1 keep the property (except the plate glass) insured on reasonable terms with reputable insurers to cover:
- (a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent
 - (b) against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and other risks reasonably required by the Landlord

so far as cover is available at normal insurance rates for the locality and subject to reasonable excesses and exclusions

- 11.2 take all necessary steps to make good as soon as possible all damage to the property by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant
- 11.3 give the tenant on request once a year:
- (a) particulars of the policy and evidence from the insurer that it is in force
 - (b) details of any commission received by the Landlord for that insurance

12 FORFEITURE

12. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:
- (a) payment of any rent is fourteen days overdue, even if it was not formally demanded
 - (b) the Tenant has not complied with any of the terms of this lease
 - (c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of the Tenant's property is appointed
 - (d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it or the directors of the Tenant give notice of their intention to appoint an administrator

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor

13 END OF LEASE

13. When this lease ends the Tenant is to:
- 13.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
- 13.2 (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes
- 13.3 remove all the alterations or additions to the property made by the Tenant or its predecessors without the Landlord's consent (where that consent was required)
- 13.4 remove all or any of the alterations or additions to the property made, either with the Landlord's consent or where such consent was not required, by the Tenant or its predecessors in title if:
- (a) the Landlord reasonably requires, and
 - (b) the Landlord gives the Tenant written notice of the requirement at least six months before the end of this lease, or later if shorter notice is reasonable

GENERAL

14 PARTIES' RESPONSIBILITY

- 14.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

SERVICE OF NOTICE

- 14.2 The rules about serving notices in section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

ARBITRATION

- 14.3 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act 1996. The Landlord and the Tenant may agree the appointment of an arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

HEADINGS

- 14.4 The headings do not form part of this lease

15 RENT REVIEW - INDEX-LINKED

- 15.1 Clause 8 does not apply to this lease
- 15.2 On each rent review date, the rent is to be adjusted by reference to the Index, as follows
- 15.3 The adjusted rent is to be: the initial rent payable under this lease (after any rent free period has expired) multiplied by the Index figure at the rent review date and divided by the Index figure at the start of the term of this lease
- 15.4 (a) The Tenant is to pay rent at the rate applying before the rent review date until the next rent payment date after the new rent is agreed or decided
- (b) Starting on that rent payment date, the Tenant is to pay the new rent
- (c) On that rent payment date:
- (i) the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest at 4% below the Law Society's interest rate on the excess of each instalment from its rent payment date
 - (ii) the Landlord is to refund any amount by which the rent paid exceeds the rent payable since the rent review date, with interest at 4% below the Law Society's interest rate on the excess of each instalment from the date of receipt
- 15.5 For the purposes of this clause:
- (a) The Index means the "all items" figure of the Index of Retail Prices published by the Office for National Statistics or any officially published index intended to supersede it
 - (b) The Index figure for a particular date means the last published figure of the Index before that date
 - (c) If the method of calculation of the Index is changed, any official reconciliation between the old and the new method should be adopted
- 15.6 Any dispute under any part of this clause is to be decided by arbitration under clause 14.3

GUARANTEE BOX

The terms in this box only take effect if a guarantor is named in clause LR.3 and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

The Guarantor agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease term or any statutory extension of it. If the Tenant is insolvent or this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord so requires, in the same form but at the rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

CODE FOR LEASING BUSINESS PREMISES IN ENGLAND AND WALES 2007

This lease is intended to conform to the Code, which is endorsed by the Department for Communities and Local Government, the Welsh Assembly Government, the Law Society and other bodies. Please see www.leasingbusinesspremises.co.uk


THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.

If a party to this lease is a company:

- (a) two directors, or
- (b) a director and a company secretary, or
- (c) a single director whose signature is independently witnessed


must sign on behalf of the company.

Signed as a deed by/on behalf of the Landlord and delivered in the presence of:


 Peter Ross, Principal
 Peter Ross & Co Law Firm
 2 Jasmine Villas, Whickham,
 Newcastle Upon Tyne,
 England NE16 4JH

Witness's occupation and address

Signed as a deed by/on behalf of the Landlord and delivered in the presence of:


 Peter Ross, Principal
 Peter Ross & Co Law Firm
 2 Jasmine Villas, Whickham,
 Newcastle Upon Tyne,
 England NE16 4JH

Witness's occupation and address

Signed as a deed by/on behalf of the Guarantor and delivered in the presence of:

Witness

Witness's occupation and address


Landlord


Tenant

Guarantor

CONDITIONS TO ATTACH TO THE PREMISES LICENCE

No.	Description	Condition
1.	CCTV CCTV SYSTEM	<p>A digital Closed Circuit Television System (CCTV) will be installed and maintained in good working order and be correctly time and date stamped:</p> <ul style="list-style-type: none">• the system will incorporate sufficient built-in hard-drive capacity to suit the number of cameras installed;• CCTV will be capable of providing pictures of evidential quality in all lighting conditions, particularly facial recognition;• cameras will encompass all ingress and egress to the premises and all areas where the sale/supply of alcohol occurs and all outside areas;• CCTV cameras will cover the entrance areas and queuing areas• the system will record and retain CCTV footage for a minimum of 28 days;• the system will record from opening until close of the premises;• the system will incorporate a means of transferring images from the hard-drive to a format that can be played back on a compatible computer;• the Digital recorder will be password protected to prevent unauthorised access, tampering, or deletion of images;• there will be at all times, when the premises is open, a member of staff on duty with access to the CCTV system

		<p>who is trained in the use of the equipment;</p> <ul style="list-style-type: none"> • upon receipt of a request for a copy of CCTV footage from Police, Licensing Officers or any other Responsible Authority, the member of staff will produce the footage as soon as practicable and in any event in within 24 hours • CCTV footage must be made available to be viewed by the Police, Licensing Officers or other Responsible Authorities on request during an inspection of or visit to the Premises.
2.	Entrance Area and queuing area lit	The entrance area and any queuing areas will be sufficiently lit to enable the areas to be clearly visible to staff and for CCTV to capture clear footage.
3.	Outside Lighting	Adequate lighting will be installed on the exterior of the premises to ensure the area is sufficiently illuminated to be able to be visible to staff and for CCTV to capture clear footage covering those areas.
4.	Cleaning the outside area	The area immediately outside of the premises will be cleaned regularly.
5.	Vulnerable persons	Where any person on the premises is showing any signs of vulnerability (including drunkenness) they will be offered assistance in accordance with the vulnerability policy, Any person that is aggressive may be removed, if there continued presence is a threat to others in the premises.
6.	Door Supervisor Register	The premises licence holder is to maintain a door supervisor register. This will contain name, address, SIA badge numbers Door staff will sign on duty at the start of the shift and off duty when they leave.

7.	Door Supervisors	<p>The premises will have in place adequate SIA registered security when open to the public, to be risk-assessed and subject to an absolute minimum approximate ratio of 1 door supervisor to 100 patrons.</p> <p>Whilst on duty, all door supervisors shall wear a uniform including, on a risk assessed basis, suitable high visibility elements so they can be readily be distinguished as members of the door team.</p>
8.	Door Supervisor Ratio's	<p>Door staff will be provided in the following minimum ratio's from opening, until close:</p> <p>2 on the door 2 inside the venue</p>
9	Door Supervisor Company	<p>In the event of any change to the identity of the company contracted to provide door supervisors, the premises licence holder will email the Licensing Authority and Durham Police with notification of details of that change. Any written representations sent to the premises licence holder by the Licensing Authority and Durham Police within 7 days of such notification shall be responded by the premises to within of 7 days of receipt, stating that any recommendations have been actioned or if not the basis for not so actioning.</p>
10.	Body cameras	<p>When the premises is open, a body camera device will be worn by the head door supervisor at all times whilst on duty.</p> <p>All body camera devices will upload correctly time stamped video and audio recordings to a back up system:</p> <ul style="list-style-type: none"> • the system will retain recordings for a minimum of 28 days; • the system will incorporate a means of transferring images to a format that can

		<p>be played back on a compatible computer;</p> <ul style="list-style-type: none"> • upon receipt of a request for a copy of footage from Police, Licensing Officers or any other Responsible Authority, the member of staff will produce the footage as soon as practicable and in any event in within 24 hours • footage must be made available to be viewed by the Police, Licensing Officers or other Responsible Authorities on request during an inspection of or visit to the Premises.
11.	Manager and Door Team Communications	The premises manager is to be connected to the door team at all times on the premises radio system.
12.	Containers	Patrons or customers will not be permitted to enter or leave the premises with any glass bottle or other open container
13.	First Aid	At least one qualified first aider will be on the premises during all hours of operation.
14.	Leave quietly	Prominent notices will be displayed asking customers to leave the premises quietly.
	TRAINING	
15.	Training of All Staff	<p>Training must be provided to and undertaken by all staff before they commence their duties and at least every six months thereafter.</p> <p>Training should include but is not limited to the following areas:</p> <ul style="list-style-type: none"> • Promotion of the Licensing Objectives • Challenge 25, underage sales and the protection of children and young people • Drunkenness

		<ul style="list-style-type: none"> • Welfare and Recognising vulnerability in customers and Safeguarding • The Premises' Risk Assessment • The Premises' Policies • Staff communication and Reporting • The conditions on the Premises Licence • General vigilance in all aspects of the job • Health and Safety
16.	Training Record	<p>A training record of all members of staff will be maintained on the premises and capable of being produced immediately to any Responsible Authority.</p> <p>The Training Record must include the name of the member of staff, date time and content of the training and signed by the member of staff receiving the training and the manager of the premises</p>
17.	Training of Door Supervisors	<p>In addition to the training in condition 15 above, and training provided as part of the SIA Licence, Door Supervisors must receive training on use of hand held metal detectors, the ID Scan system, searching and the implementation and operation of the Premises Licences Policies.</p> <p>That training should be updated and carried out every six months</p> <p>The Training should be documented to include the name of the door supervisor, date time and content of the training, signed by the door supervisor and the trainer and made available to the Police or Licensing Officers on request or during an inspection.</p>

18.	Incident Book	<p>An incident book must be kept at the Premises and maintained up to date (no later than 24 hours after the incident) at all times, and will record the following:</p> <ul style="list-style-type: none"> • time date and details of all incidents/complaints of crime and disorder or anti-social behaviour; • all crimes reported to the venue; • all ejections of patrons; • all seizures of drugs or offensive weapons; • any faults in the CCTV system, searching equipment or scanning equipment; • any visit by a relevant authority or emergency service. <p>The incident book must be made available to Police, Licensing Officers and all other Responsible Authorities on request or during an inspection.</p>
19.	Fire Risk Assessment Safety	<p>The premises licence holder will undertake a fire risk assessment which will be shared with the fire department and Durham Police. The fire risk assessment will be made available to any responsible authority immediately on request.</p> <p>Any use of pyrotechnics must be included within the relevant fire risk assessment and shared with the Fire authority if requested.</p>
20.	Debrief at the end of each trading period	<p>There shall be a debrief at the end of each trading period between a manager and the head doorman. Such debriefs will be documented and used to inform the weekly report provided to the police.</p>
21.	Provision of a Weekly Report to the Police	<p>The premises will email to the police a weekly report of incidents, proposed bans, door staff employed and customer numbers, so that the police can easily gauge whether there is an escalation in crime and disorder associated with the premises. This will continue until the police confirm it is no longer required. It can then be re-implemented upon police request.</p>

22.	Challenge 25	<p>The premises licence holder shall adopt a Challenge 25 scheme.</p> <p>Appropriate signage will be placed at the entrance to the premises and adjacent to any bar servery.</p> <p>Any person attempting to buy alcohol who appears to be under the age of 25 shall be required to provide ID for staff to verify the person is over 18 before entry to the premises is permitted or a sale of alcohol is made. The only acceptable ID is a current ten year passport, photo card driving licence or PASS Hologram identity card.</p>
23.	ID Scan	<p>The premises will operate an ID Scan system at all times the premises is open to the public. This will be operated in accordance with our challenge 25 policy. If a customer looks over 25 they would not be required to scan their ID.</p>
24.	Refusals Record	<p>A record of the number of refused entries to the premises should be maintained showing the date time and reason.</p> <p>The record shall be accessible at the Premises and shall be made available to the Police and Licensing Officers on request or during an inspection</p>
25.	Hand Held Metal Detectors	<p>The Premises shall use hand held metal detectors commonly known as “wands” and will carry out search in accordance with its Search Policy</p>
26.	Pubwatch	<p>The premises licence holder, manager or nominated staff member will attend pubwatch, where it takes place locally.</p>

	POLICIES	
27.	Risk Assessment	<p>The Premises Licence Holder must carry out a Risk Assessment in relation to the operation of the premises</p> <p>The Premises Licence Holder's duty of care to protect children and young people, its customers and staff to be at the forefront of risk assessments carried out.</p> <p>Risk assessments shall be reviewed and as and when new hazards are observed in or introduced into the premises and in any event at least annually. The name and position of the signatory shall be recorded on the risk assessment.</p> <p>All venue managers shall be trained in the risk assessment at least annually by an independent trainer. A signed record of the training shall be held on file and produced immediately for inspection during trading hours by the authorized officers. The record shall state the name and qualifications of the trainer, the names and job titles of those attending the training, and whether they have completed the training to the satisfaction of the trainer, and it shall be signed and dated by the trainer.</p> <p>There shall be an annual independent audit of</p> <ul style="list-style-type: none"> (a) the adequacy of the risk assessment; (b) the venue managers' understanding of the risk assessment; (c) The implementation of the control measures identified in the risk assessment. <p>The audit report shall be held on file and produced immediately for inspection during trading hours by authorised officers.</p>
28.	Lost and Found Policy	The premises will have a documented lost and found policy.
29.	Drugs Policy	The premises shall have in place and operate a drug policy, drug register and drug box in which to place prohibited substances. The drug box

		will be located in the office upstairs, which is locked during trading hours.
30.	Entry and Queuing Policy	The premises licence holder will have in place and operate a queuing/entry policy. This will include having queues form down the right hand side of the premises with barriers.
31.	Search Policy	The premises shall have in place and operate a search policy which shall include but not be limited to the use and operation of hand held metal detectors (wands) and pat downs
32.	Dispersal Policy	The premise shall have in place and operate a dispersal policy setting out the dispersal procedure
33.	Management of the Smoking Area Policy	The premises shall have in place and operate a policy regarding the management and operation of a designated smoking area including but not limited to door supervision, cctv coverage, search requirements and any risk of weapons drugs etc being passed to users of the smoking area
34.	Refusal Ejection and Removal Policy	The premises shall have in place and implement a policy on managing the refusal, ejection or removal of customers and patrons from the Premises
35.	Incident Policy	<p>The premises shall have in place and operate a policy on incidents. The policy shall detail the basis on which the venue reacts to incidents (including incidents where persons suffer injuries), and shall detail steps (where appropriate) for:</p> <ul style="list-style-type: none"> • provision of welfare and aftercare; • responsibility and procedure alerting the first aider, the ambulance service, the police or other emergency service; • preservation of scene;

		<ul style="list-style-type: none"> • detention of suspects; • reporting, documenting and debriefing.
36.	Access to paperwork	All policies and procedures will be accessible to all responsible authorities when requested.
	Management	
37.	Management	<p>The following individuals shall have no role in relation to the operation of the premises (whether as a manager, employee, volunteer or in any other capacity).</p> <p>J A A T</p>
38.	Management Structure	The premises licence holder will provide to the Police and the Licensing Authority notification in writing of the management structure of the operation of the premises prior to opening.
39.	Brand / Premises Name	The premises will not trade under the name or brand of Bar 1 or Bar One.

Additional Information from Durham Constabulary for Bar 1 , Consett , Co Durham

New Premises Licence Application

Bar 1 – 28-30 Front Street, Consett, DH8 5AQ – Timeline of events around people involved with the premises

02/11/2018 – Lease obtained on 28-30 Front Street, Consett for the term of 10 years. The lease holders are P S S and S Z (wife of A T)

28/11/2018- Transfer premise license from Time Bar to Lux Bar LTD and transfer Designated premises supervisor to P S . The only director of Lux Bar Ltd was and S Z .

2/07/2019 - Durham Constabulary representatives met with representative of Lux Bar, they were the DPS P S and the husband of Premises Licence Holder and manager A T

05/07/2019 – Summary review hearing due to serious violence - Members decided to suspend the premises licence with immediate effect and remove the designated premises supervisor, Mr S s pending the full review hearing

19/07 2019 - Licensing Authority received an application to vary the DPS to Ms J C A

31/07/2019 – Evidence presented to the sub licensing committee by A T (Manager of Lux Bar) and J A (DPS). Sub-Committee revoked the premises licence of Lux Bar and upheld the earlier suspension of the licence on 5th July

04/09/2019 – Premises licence application received for Bar 1 Ltd 28-30 Front Street, Consett (formally Lux Bar). The only director of Bar 1 Ltd was S J and proposed DPS for Bar 1 Ltd was J A

17/09/2019 - Meeting with S J to discuss application. S J had just completed her personal license, had no experience of running a bar and previously worked for Arif T . Concerns raised with S J as she was subletting the building from A T and J A was to be DPS

2/10/2019- Objection submitted to the application as concerns that Bar 1 ltd was formally Lux Bar 28-30 Front Street, Consett. Lux Bar had only had their licence revoked on 31st July 2019 as a result of interim steps hearing on 5th July 2019. The manager of Lux Bar leading up to the review hearings

was A T I and he still had the tenancy on the building so therefore an interest in what happened to it. The proposed DPS was J A

23/10/2019 - Following mediation and the reduction of licensable hours to 2am for the sale of alcohol, the licence for Bar 1 Ltd was granted. The DPS was J A

30/10/2019 – Sub lease provided showing P S and S Z J subleasing the building to S J for a term of 2 years.

23/03/2020 – All licensed premises closed due to COVID

13/10/2020 - Variation of premises licence received for the sale of alcohol hours to 3am and to remove the requirement for polycarbonate glasses from the licence

09/11/ 2020 – Objection by Durham Constabulary to the application

04/12/2020 - Remote licencing hearing to consider the application made on 13/10/2020. During hearing S J disclosed A T I works as doorstaff at the premises. Concerns raised around A T working and being involved in the premises. The extra hours to 3am were granted by the licensing committee, however the committee were concerned that to remove the condition regarding the removal polycarbonate glasses was refused.

21/05/2021 – notification that Bar 1 LTD had left Pubwatch.

28/01/2022 - variation of premises license to amend the hours for Recorded Music to 12.00 – 03.00 and remove the requirement for polycarbonate glasses from the license which was granted

01/07/2022 - J A s door company E Security take over the doors at Bar 1, A T remains as doorstaff. J A advises that S J was no longer involved, and she was taking the business over.

16/07/2022 – Companies house certifies that BAR 1 Consett LTD is incorporated as a private company with the only director being J A

31/08/2022 – Application made to companies house to strike of Bar 1 LTD by S J

07/09/2022 – Transfer premises license of J A

27/12/2023 – Serious incident at Bar 1 closure order granted which triggered licensing review

23/01/2024 – Review hearing whereby the premises license for Bar 1 revoked by sub licensing committee. Appeal submitted by J A

05/06/2024 – Minor Variation received to add conditions to the premises license the majority of which had been refused by the sub licensing committee

18/06/2024 – Durham Constabulary objection to the minor variation submitted on 05/06/2024

09/07/2024 – Day one of the appeal hearing

16/07/2024 – Day two of the appeal hearing whereby Magistrates upheld the revocation and the appeal was dismissed

12/09/2024 - Premise licence application received for Bar 1, 28-30 Front Street, Consett. The applicant was Lisa COWEY who was also the proposed DPS. Checks on companies house show the director of Bar 1 Consett Ltd still as J A . Lisa COWEY does not show on companies house

19/09/2024 - Meeting with Lisa COWEY to discuss application. Lisa COWEY had just completed her personal license training, had no experience of running a bar, but had bar staff experience as she worked for J A at BAR 1. She stated she would be taking over the lease for the building. (circumstances the same as when S J took over Bar 1)

20/09/2024 – Post on social media stating the previous DJ would be back at Bar 1 and everything would be the same

07/10/2024 – Durham Constabulary object to the premises license application

Sgt 484 Caroline Dickenson

Licensed Economy Team Sgt

Safeguarding Neighbourhoods Command

Durham Constabulary

Our Values & Vision:

Positive | Fair | Courageous | Inclusive | With Integrity

Protecting Neighbourhoods, Tackling Criminals, Solving Problems