

BIRMINGHAM CITY COUNCIL

Hearing, 10:00, 29th September 2021

Microsoft Teams Hearing

THE HOLLOWAY CLUB
89 HOLLOWAY HEAD
BIRMINGHAM, B1 1QP

APPLICANT'S SUPPORTING DOCUMENTS INDEX

Applicant's Supporting Documents	Page Number
Notice of Forfeiture dated 15th July 2019	1
Order Dismissing Petition dated 12th September 2019	2
Letter from ASR Advantage Solicitors Confirming Continuous Possession	3
Email from EGL Law dated November 2019	4
Emails between Duncan Craig and BCC dated November 2019	5-9
Lease dated 23rd February 2012	10-52
Notice of Person with Significant Control dated 1st July 2021	53-54
Appointment of Director dated 28th July 2021	55-56
Company Change of Name resolution dated 26th November 2016	57-59
BCC Licensing Register Entry for HNDRX	60-67

NOTICE OF FORFEITURE

TO: Amari 1 Ltd
89 Holloway Head
Birmingham
B1 1QP

RE: Lease dated 23 February 2012 and made between (1) Chi Lam Wealth Management Limited (2) Sunset Birmingham Limited and (3) Stefanos Neophytou (Lease).

TAKE NOTICE that 89 Holloway Head, Birmingham, B1 1QP (Premises), demised under the Lease, has today been repossessed by Mao Wah Limited, 98 Bristol Road, Birmingham, B5 7XH (Landlord) following forfeiture of the Lease by peaceable re-entry (in accordance with the Landlord's power under clause 37 of the Lease). As a consequence of the re-entry, the Lease is forfeited.

AND FURTHER TAKE NOTICE that following the repossession the locks to the Premises have been changed and no one can lawfully enter the Premises unless they have been given written authorisation by the Landlord or its solicitors.

Any attempt to enter the premises without the Landlord's authority may be a criminal offence and result in a prosecution.

If you have any enquiries about the premises, please contact Thomas Walsh of Emms Gilmore Liberson Solicitors, Lancaster House, 67 Newhall Street, Birmingham, B3 1NQ.

Dated: 15 July 2019

Emms Gilmore Liberson

.....
For and on behalf of the Landlord
EMMS•GILMORE•LIBERSON
Solicitors

Lancaster House
67 Newhall Street
Birmingham
B3 1NQ

Tel: 0121 314 0000
Ref: TJW/AQM/MAO001.001

Order Dismissing Petition

TJSW

In The High Court of Justice Chancery Division Birmingham District Registry	
Insolvency Number	6037 of 2019
Debtor	Amari 1 Ltd - Reg - 07779292

Before District Judge Shorthose

Sitting in court on 10 September 2019

In the matter of Amari 1 Ltd - Reg - 07779292

And in the matter of the Insolvency Act 1986

Upon the Petition of Mao Wah Limited

Presented to the court on 25 June 2019

And upon reading the evidence

It is ordered that the Petition be dismissed

And it is ordered that the company to pay the Petitioner's costs assessed at £3000

Dated 10 September 2019





Our Ref: ASR/SA/
Please ask for: Sameera Saddiq
Date: 27th September 2021

Please Reply To:
ASR Advantage Solicitors
70 Villa Road
Handsworth
Birmingham
B19 1BL
Telephone: 0121 514 7111
Fax: 0121 514 7112



Property



Family



Immigration



Employment



Commercial



Wills & Probate



Crime

To whom it may concern

Dear Sirs

Re: Our client: Amari 1 Ltd (formerly known as Sunset Birmingham Ltd)
Property Address: 89 Holloway Head, Birmingham B1 1QP

We confirm, the lease of 89 Holloway Head, Birmingham, B1 1QP was forfeited by the Landlord Mao Wah Ltd on 15th July 2019, by peaceful re-entry.

We further confirm Amari 1 Ltd was granted relief from forfeiture by the courts on 31st October 2019. We confirm Amari 1 Ltd have been in continuous possession of the lease.

We trust the above clarifies our position.

Yours faithfully

ASR ADVANTAGE LAW LTD

✓ **BIRMINGHAM**

70 Villa Road
Birmingham
B19 1BL

T: 0121 514 7111
F: 0121 514 7112

□ **HINCKLEY**

Catherine House
10 Coventry Road
Hinckley
LE10 0JT

T: 0145 5619 322
F: 0145 5619 346

□ **NEWCASTLE**

Queens Chambers
2 Queen Street
Newcastle-Under-Lyme
ST5 1EE

T: 01782 717 888
F: 01782 717 042



Dear Ms Saddiq

Our client: Mao Wah Limited

Your client: Amari 1 Ltd

Property: 89 Holloway Head, Birmingham

Lease: for the Property dated 23 February 2012 between (1) Chi Lam Wealth Management Limited
(2) Sunset Birmingham Limited (2) Stefanos Neophitou

We write further to our last email (dated 31 October 2019, timed 16:45) in respect of the Premises Licence (under the Licensing Act 2003) for the Property. You have not responded to this email.

We enclose a copy of a poster, produced by your client, which details that the Property will resume operating as a night club venue from 17 November 2019.

We are instructed that your client does not possess its own Premises Licences to enable it to operate a night club venue at the Property.

As stated in our above-mentioned email, your client does not have permission to trade at the Property under our client's licence. If your client went ahead regardless (and traded at the Property under our client's licence) we are instructed to report your client immediately to the Licensing Authority at Birmingham Council.

Trading a night club at the Property without a Premises Licence would also constitute a breach of covenant under the Lease. In the event of any further breaches of covenant of Lease we have standing instructions to take immediate enforcement steps against your client for which your client is on notice as to costs.

Yours faithfully

Thomas Walsh
Senior Associate

DD: 0121 296 3841

M: 07594 089723

E: twalsh@egl-law.com<<mailto:twalsh@egl-law.com>>

[<cid:image06d79f.JPG@bab41243.41a0e83c>]<<http://www.egl-law.com>>

Registered Office: Lancaster House | 67, Newhall Street | Birmingham | B3 1NQ
T: 0121 314 0000 | F: 0121 262 1870 | www.egl-law.com<<http://www.egl-law.com>>

Duncan Craig

From: Duncan Craig
Sent: 29 November 2019 08:37
To: Joanne Swampillai
Subject: Re: Premises Licence Number 1952; 89 Holloway Head, Birmingham, B1 1QP

Ok. Thanks for getting back to me. I'm out of court all day today.

Sent from my iPhone

On 28 Nov 2019, at 18:56, Joanne Swampillai <Joanne.Swampillai@birmingham.gov.uk> wrote:

Apologies Duncan – I have been in meetings and will look at this tomorrow. Sorry to hold you up.

Thank you
Joanne

Joanne Swampillai
Solicitor
Legal & Governance Department
Birmingham City Council
PO Box 15992
Birmingham B2 2QU

Direct Dial: 0121 303 0336
Fax: 0121 303 1321
MDX 326401 Birmingham 87
www.birmingham.gov.uk

<image001.png>

From: Duncan Craig <Duncan.Craig@citadelchambers.com>
Sent: Wednesday, November 27, 2019 7:12 PM
To: Joanne Swampillai <Joanne.Swampillai@birmingham.gov.uk>
Subject: FW: Premises Licence Number 1952; 89 Holloway Head, Birmingham, B1 1QP

Dear Joanne

I understand from Shaid Yasser that you have conduct of this matter and wondered if there had been any progress.

Kind regards

Duncan Craig

From: Duncan Craig
Sent: 19 November 2019 09:43
To: Birmingham Licensing <licensing@birmingham.gov.uk>

Cc: 'Sameera Saddiq' <sameera@asrsolicitors.co.uk>

Subject: RE: Premises Licence Number 1952; 89 Holloway Head, Birmingham, B1 1QP

Dear Licensing

Further to the below, I was forwarded an email last Friday the transcript of which I have attached to this email. Its contents are self-explanatory.

In light of this email, and the threat contained therein to 'report' my client to Birmingham City Council, I have advised my clients, Amari 1 Limited, that its contents misapprehend the mechanics of Licensing Act 2003 and what amounts to carrying on (or attempting to carry on) a licensable activity other than in accordance with an authorisation; that authorisation emanating from Birmingham City Council, and not the landlord of the property. The current arrangement at the property in relation to the premises licence is analogous to how many pub owning groups (such as Marston's and Star Pubs & Bars [Heineken]) organise their affairs, whereby they hold the licence and the tenant operates via that licence with the supply of alcohol being authorised via the DPS (which is frequently the tenant themselves or their nominee). As such, based on the foregoing, I have advised Amrari 1 Limited in carrying on licensable activities from the premises as authorised by the premises licence, that any suggestion that they or its directors are committing an offence simply for so doing is misconceived. They are simply operating through the premises licence that applies to their premises, as a tenant of Marston's (for example) who didn't hold the licence can and does. This is a perfectly lawful and commonplace practice.

With the foregoing in mind, I visited the premises on Sunday night (17th November) and hereby confirm that the DPS, Parmjit Singh, was present and able to present his personal licence to me. I reiterated my foregoing advice to him as well as an officer of the company that was present.

Yours faithfully

Duncan Craig

From: Duncan Craig

Sent: 14 November 2019 19:56

To: Birmingham Licensing <licensing@birmingham.gov.uk>

Cc: Sameera Saddiq <sameera@asrsolicitors.co.uk>

Subject: Premises Licence Number 1952; 89 Holloway Head, Birmingham, B1 1QP

Dear Licensing

I am instructed by Amari 1 Limited ('the Company'), former licence holder of the above premises licence. I am aware of the correspondence that has been circulating between the Company, via its solicitors, ASR Advantage Law, and BCC's licensing authority, and would respectfully request that all future correspondence in relation to this matter is directed through me. For the avoidance of doubt, I am authorised by the Bar Council of England and Wales to conduct litigation.

I am aware of the background to this matter. The Company was the licence holder at HDRX, 89 Holloway Head, Birmingham, B1 1QP, effective from 5th January 2017 when that premises licence was transferred into its name, until 12th August 2019 when an application to transfer that licence to Mah Wah Limited was received by your licensing authority, the date that the transfer subsequently became effective, following no objection from WMP being made to that application. I am also aware that that the transfer in 2019 was effectuated without the consent of the Company, via section 44(6) of the Licensing Act 2003; viz:

"(6)The relevant licensing authority must exempt the applicant from the requirement to obtain the holder's consent if the applicant shows to the authority's satisfaction—

(a)that he has taken all reasonable steps to obtain that consent, and

(b)that, if the application were granted, he would be in a position to use the premises for the licensable activity or activities authorised by the premises licence."

In an email to ASR Advantage Law dated 1st November, Shaid Yasser, a Senior Licensing Officer with your licensing authority, stated that the reason for the licensing authority being so satisfied was:

"In terms of (a) above, Emms Gilmore Liberson sent a letter to the Solicitors for the Licence Holder to obtain the consent needed.

They confirmed that there was no response from that letter which was dated 18th July 2019.

Once they have done this, they need to demonstrate (b) above, for this they attached a copy of the Official Register of Title, which showed the proprietor as Mao Wah Limited.

They also confirmed that they were in a position to use the premises for licensable activities as the lease with Amari 1 had been forfeited.

Emms Gilmore Liberson further confirmed that a winding up petition had been issued against the Licence Holder.

Under Licensing legislation where a company is dissolved or becomes insolvent then it risks the licence lapsing unless it is transferred.

It was under this basis that the Licensing Authority transferred the licence into the name of Mao Wah Limited."

I attach a copy of that letter dated 18th July 2019.

I was instructed by the Company on Tuesday to advise in relation to this transfer, following which I made contact with the purported recipient, Rainer Hughes, a firm of solicitors who were acting for the Company in relation to the property dispute at the premises which gave rise to the forfeiture and winding up proceedings. Before so doing, I observed on the left hand side of the page, about three quarters of the way up, the following:

BY EMAIL ONLY:

naju.chowhury@rainerhughes.com

sanjay.panesar@rainerhughes.com

Upon reading this letter myself, I noted that within the first of those email addresses, the surname was not a spelling I was familiar with, in a name that I have encountered with some frequency on a professional basis (and more generally). Upon cross-checking the name with the Law Society register of solicitors, it appeared that the spelling was incorrect. It also appeared from this search that Naju Chowdhury was no longer at Rainer Hughes, although that point is not material to anything being advanced within this email.

This letter states: *"You will be aware the premises licence will lapse on the winding up of the Company"*. This does not paint the full picture; section 50(3) of the Licensing Act 2003 provides for a period of 28 days from the winding up of a company to transfer the licence. This assertion would most likely be misleading to anyone who was not familiar with the Licensing Act 2003.

The letter further states "*As our client is in actual occupation...*". I understand that this was not the case on 18th July, or at any subsequent point.

For the avoidance of doubt, I confirm that no such letter was received by the Company at 89 Holloway Head, Birmingham, B1 1QP, which is its registered address, as well as the nominated address of the premises licence itself.

Following this, I contacted Sanjay Panesar, Senior Partner at Rainer Hughes directly, who has confirmed to me the following:

- Himself and Naju Chowdhury had conduct of the matter within Rainer Hughes;
- The Company opposed the forfeiture proceedings at all times and has subsequently obtained relief against that forfeiture from the Court;
- Rainer Hughes were never instructed by the Company in relation to the premises licence;
- Rainer Hughes do not accept instructions in relation to the Licensing Act 2003 as this is an area of practice with which they are unfamiliar; **and crucially**
- Upon an extensive electronic check of their electronic systems, no such email has been received by Rainer Hughes from Emms Gilmore Liberson ('EGL').

In respect of the foregoing points, I expect to be able to forward written confirmation of the same from Mr Panesar before the end of this week.

There are a number of other issues around whether Mah Wah Limited would have satisfied the requirements of section 44(6)(b) had BCC been aware of them, but I do not see those as necessary to raise at this stage, as it appears to me, that based on the foregoing, EGL, acting on Mah Wah Limited's behalf have manifestly failed to meet the requirement as provided for in section 44(6)(a) in that:

- i) They have failed to establish whether Rainer Hughes were instructed in relation to the premises licence. There is no reference to any such legal work forming part of their practice on their website. They were not so instructed. Unlike EGL, they do not have the requisite experience or expertise to undertake such work, in what is a fairly esoteric area of law. It was wholly inappropriate of EGL to send such a letter (and to subsequently seek to rely upon it) without establishing the nature and extent of Rainer Hughes' instructions. If they were not so instructed, and clarification was not sought upon that, then this is not 'reasonable' conduct.
- ii) They failed to write to the licence holder directly at the premises themselves. The premises licence address is publicly available on BCC's website and clearly well known to Mah Wah Limited. This would have more readily satisfied the requirement contained within section 44(6)(a) and been a more reasonable step for them to take.
- iii) The five day time limit provided for in the letter is wholly unreasonable and as such any silence that follows it cannot constitute acceptance or tacit consent. (Re: Selectmove Ltd [1993] EWCA Civ 8).
- iv) The material information contained within the letter relating to the lapse of the licence is inchoate and could therefore have misled its recipient into consenting to the transfer on an erroneous basis; this cannot be a reasonable basis to attempt to obtain such consent.
- v) In any event, the email was not received by its intended recipient, and therefore was not served by Mah Wah Limited, via its solicitors. For this reason alone the application to transfer via section 44(6) was utterly flawed and misconceived.

In light of the above, I would suggest it would be absurd to assert that Mah Wah Limited had taken all reasonable steps to obtain the consent of the Company to this transfer of the licence. To allow such conduct to meet the test contained within section 44(6) could swiftly precipitate a descent into chaos within the licensing regime and allow vexatious behaviour to profit. This would be greatly against the public interest and contrary to each licensing authority's statutory duty to uphold the

licensing objectives. This conduct is brought into even sharper relief by virtue of the fact that a premises licence has been held to constitute property under Article 1; Protocol 1 of the ECHR (Tre Traktorer v Sweden [1991] EHRR 309).

In light of the above information, I would invite BCC to therefore reconsider whether they remain satisfied that Mah Wah Limited has taken all reasonable steps to obtain the consent of the Company, and if it is not so satisfied, for them to reverse the transfer of the premises licence that was effective from 12th August 2019 forthwith.

Your faithfully

Duncan Craig
Barrister

The information contained within this e-mail (and any attachment) sent by Birmingham City Council is confidential and may be legally privileged. It is intended only for the named recipient or entity to whom it is addressed. If you are not the intended recipient please accept our apologies and notify the sender immediately. Unauthorised access, use, disclosure, storage or copying is not permitted and may be unlawful. Any e-mail including its content may be monitored and used by Birmingham City Council for reasons of security and for monitoring internal compliance with the office policy on staff use. E-mail blocking software may also be used. Any views or opinions presented are solely those of the originator and do not necessarily represent those of Birmingham City Council. We cannot guarantee that this message or any attachment is virus free or has not been intercepted and amended.

DATED 23 February 2012

CHI LAM WEALTH MANAGEMENT LIMITED (1)

And



SUNSET BIRMINGHAM LIMITED (2)

And



STEFANOS NEOPHYTOU (3)

LEASE

relating to
89 Holloway Head
Birmingham
B1 1QP

*We hereby certify that this
is a true copy of the original*

PEARSON ROWE SOLICITORS

Michael Elliott, Solicitor
Pearson Rowe Solicitors
55 St. Paul's Square
Birmingham B3 1QS

T.A. Khoo Solicitors
Suite A, 8th Floor
Albany House
Birmingham
B5 4BD

Tel: 0121 666 7088
Fax: 0121 666 6880
Our Ref: ChilLam.2011-115.KK.MNZ

2

PRESCRIBED CLAUSES

LR1. Date of lease 23 February 2012

~~2012~~

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WM16053

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

Chi Lam Wealth Management Limited (CRN 06709720) whose registered office is at Winston Churchill House Ethel Street Birmingham B2 4BG

Tenant Sunset Birmingham Limited (CRN 07779292) whose registered office is at 89 Holloway Head Birmingham B1 1QP

Other parties

Guarantor Stefanos Neophytou of 2 Hodnell Close Castel Bromwich Birmingham West Midlands B36 9SF

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.
See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

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

1

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

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

None.

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

None.

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

None.

LR11. Easements

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

None.

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

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against title number WM

~~12~~

(Form M) No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under Title Number WM16053 or his Conveyancer that the provisions of Clauses 18-22 hereof have been complied with.

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

44

CONTENTS

CLAUSE

1.	Interpretation	4
2.	Grant	8
3.	Ancillary rights	8
4.	Rights excepted and reserved	9
5.	Third Party Rights.....	10
6.	The Annual Rent	10
7.	Review of the Annual Rent.....	10
8.	Insurance.....	14
9.	Rates and taxes	16
10.	Utilities	17
11.	Common items.....	17
12.	VAT	17
13.	Default interest and interest	18
14.	Costs	18
15.	Compensation on vacating.....	19
16.	No deduction, counterclaim or set-off	19
17.	Registration of this lease.....	19
18.	Assignments.....	19
19.	Underlettings	20
20.	Sharing occupation	21
21.	Charging	22
22.	Prohibition of other dealings.....	22
23.	Registration and notification of dealings and occupation	22
24.	Closure of the registered title of this lease	23
25.	Repairs	23
26.	Decoration	23
27.	Alterations	24
28.	Signs	24
29.	Returning the Property to the Landlord	25
30.	Use	25
31.	Compliance with laws.....	26
32.	Encroachments, obstructions and acquisition of rights.....	27
33.	Remedy breaches	27
34.	Indemnity	28
35.	Landlord's covenant for quiet enjoyment.....	28
36.	Guarantee and indemnity	28
37.	Condition for re-entry.....	29
38.	Liability	30

39.	Entire agreement and exclusion of representations.....	30
40.	Notices, consents and approvals	31
41.	Governing law and jurisdiction.....	32
42.	Contracts (Rights of Third Parties) Act 1999	32
43.	Landlord and Tenant (Covenants) Act 1995.....	32

SCHEDULES

SCHEDULE 1	GUARANTEE AND INDEMNITY	33
1.	Guarantee and indemnity	33
2.	Guarantor's liability	33
3.	Variations and supplemental documents.....	34
4.	Guarantor to take a new lease or make payment	35
5.	Rent at the date of forfeiture or disclaimer	36
6.	Payments in gross and restrictions on the Guarantor	36
7.	Other securities	37

SCHEDULE 2	TENANT'S WORKS.....	38
------------	---------------------	----

THIS LEASE is dated 23 day of February

2012
2011

PARTIES

- (1) **Chi Lam Wealth Management Limited** (CRN 06709720) whose registered address is at Winston Churchill House Ethel Street Birmingham B2 4BG (Landlord)
- (2) **Sunset Birmingham Limited** (CRN 07779292) whose registered office is at 89 Holloway Head Birmingham B1 1QP (Tenant)
- (3) **Stefanos Neophytou** of 2 Hodnell Close Castle Bromwich Birmingham West Midlands B36 9SF (Guarantor)

AGREED TERM

1. INTERPRETATION

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

Annual Rent: rent at an initial rate of £45,000.00 + VAT per annum and then as revised pursuant to this lease and any interim rent determined under the 1954 Act.

Contractual Term: a term of Twenty One years (21) from the date hereof

CDM Regulations: the Construction (Design and Management) Regulations 2007.

Default Interest Rate: four percentage points above the Interest Rate.

Insurance Rent: the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,

8

- (b) loss of Annual Rent of the Property for three years, and
- (c) any insurance premium tax payable on the above.

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

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

Permitted Use: Club & Bar or any other use as defined within Class A4 of the Town and Country Planning (Use Classes) (Amendment) (England) Order 2005 as at the date this lease is granted

Property: 89 Holloway Head Birmingham B1 1QP shown edged red on the attached plan.

Rent Commencement Date: 23 May 2012
2011

Rent Payment Dates: Quarterly in advance on the usual English Quarter Days.

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

Review Date: upward only on the third anniversary of the date of this Lease.

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

Tenant's Works: The works listed in Schedule 1, to be carried out by the Tenant in accordance with clause 27.4 of this Lease.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the entries numbers 1 and 2 in the charges register of title number WM16053.

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

1954 Act: Landlord and Tenant Act 1954.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor**

includes a reference to the guarantor and to any other guarantors of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 40.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.5.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.15 A **person** includes a corporate or unincorporated body.
- 1.16 References to **writing** or **written** do not include email.
- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.
2. **GRANT**
- 2.1 At the request of the Guarantor~~s~~ the Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it (if any);
 - (b) the Insurance Rent; and
 - (c) all interest payable under this lease; and
 - (d) all other sums due under this lease.

3. **ANCILLARY RIGHTS**

Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. **RIGHTS EXCEPTED AND RESERVED**

4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**):

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of 80 years from the commencement of the term (and that period is the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964);
- (c) at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build into any boundary wall of the Property in connection with any of the Reservations; and
- (f) the right to re-route any Service Media at or serving the Property;

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

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not

»

during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by quarterly instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

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

7. REVIEW OF THE ANNUAL RENT

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

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



- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
 - (b) the open market rent agreed or determined pursuant to this clause.
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
 - (a) in the open market;
 - (b) at the relevant Review Date;
 - (c) on the assumptions listed in clause 7.5; and
 - (d) disregarding the matters listed in clause 7.6.
- 7.5 The assumptions are:
 - (a) the Property is available to let in the open market:
 - (i) by a willing lessor to a willing lessee;
 - (ii) as a whole;
 - (iii) with vacant possession;
 - (iv) without a fine or a premium;
 - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date; and
 - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent;
 - (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;
 - (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
 - (d) the Landlord and the Tenant have fully complied with their obligations in this lease;



- (e) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
- (f) no work has been carried out on the Property that has diminished its rental value;
- (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
- (h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property.

7.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property carried out after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
- (d) any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
- (e) any statutory restriction on rents or the right to recover them.
- (f) any effect on ~~asset~~ rent attributable to the ^{asset} rating in any Energy performance Certificate in respect of the Property

7.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.

7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any

issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

- 7.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 7.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.8 shall then apply in relation to the appointment of a replacement.
- 7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- 7.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
 - (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had

been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

- 7.13 Time shall not be of the essence for the purposes of this clause.
- 7.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.
- 7.15 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8. INSURANCE

- 8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant, but shall act reasonably in all circumstances with regards to the costs of such insurance.
- 8.2 The Landlord's obligation to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.
- 8.3 The Tenant shall pay to the Landlord on demand:
- (a) the Insurance Rent;
 - (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
 - (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

- 8.4 The Tenant shall;



- (a) give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

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

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 8.7 or clause 8.8.

8.6 If the Property or the means of access to or egress from it is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in

part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property or the means of access to it or egress from it has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.

8.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

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

9. RATES AND TAXES

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

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

9.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

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

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

10. UTILITIES

- 10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11. COMMON ITEMS

- 11.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.
- 11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12. VAT

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

13. DEFAULT INTEREST AND INTEREST

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

14. COSTS

- 14.1 The Tenant shall pay the reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses properly and reasonably incurred (both during and after the end of the term) in connection with or purposely incidental to:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease if after the expiration of the term only in respect of wants of repair occurring during the term and where served within one months after the expiration of the term; and
 - (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).
- 14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and Tenant Act 1927 or the 1954 Act is excluded, except to the extent that the legislation prevents that right being excluded.

16. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

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

17. REGISTRATION OF THIS LEASE

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

18. ASSIGNMENTS

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

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

18.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:

- (a) is in respect of all the tenant covenants of this lease;
- (b) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
- (c) imposes principal debtor liability on the assignor (and any former tenant);
- (d) requires (in the event of a disclaimer of liability under this lease) the assignor (or former tenant as the case may be) to enter into a new

tenancy for a term equal to the unexpired residue of the Contractual Term; and

(e) is otherwise in a form reasonably required by the Landlord.

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

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

19. UNDERLETTINGS

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

19.2 The Tenant shall not underlet the Property:

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

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

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

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

- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the 1954 Act are excluded from applying to the tenancy created by the underlease;
- (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and

which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 19.2(c));

- (c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;
- (d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- (e) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

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

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

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

20. **SHARING OCCUPATION**

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

21. CHARGING

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

22. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

23. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

23.1 In this clause a Transaction is:

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

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

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

- (a) give the Landlord's solicitors notice of the Transaction;
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and



(c) pay the Landlord's solicitors a registration fee of £50.00 (plus VAT).

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

24. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

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

25. REPAIRS

- 25.1 The Tenant shall keep the Landlords fixtures and fittings in good repair and condition and shall replace from time to time all Landlords fixtures and fittings in the Premises which may be or become beyond repair at any time during or at the expiration of the Term

- 25.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them.

26. DECORATION

- 26.1 The Tenant shall decorate the outside and the inside of the Property every three years and also in the last three months before the end of the term unless such decoration has been completed within the previous 12 months.
- 26.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 26.3 All decoration carried out in the last three months of the term shall also be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

- 26.4 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

27. ALTERATIONS

- 27.1 Except in accordance with Clause 28 the Tenant shall not make any external or structural alteration or additions to the Property and shall not make any opening in any boundary structure of the Property.
- 27.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 27.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 27.4 Notwithstanding the provisions of this clause 27, the Tenant shall carry out the Tenant's works during the first six months of this Lease with all due reasonable care and skill and the Landlords hereby consents to the Tenant carrying out the Tenant's Works.

28. SIGNS

- 28.1 In this clause Signs include signs, fascia, placards, boards, posters and advertisements.
- 28.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside such consent not to be unreasonably withheld or delayed except that the Tenant may attach Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld.
- 28.3 At the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
- 28.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

29. RETURNING THE PROPERTY TO THE LANDLORD

- 29.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 29.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 29.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 29.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 29.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

30. USE

- 30.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 30.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 30.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.



31. COMPLIANCE WITH LAWS

31.1 The Tenant shall comply with all laws relating to:

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

31.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

31.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord; and
- (b) in so far as it relates to the Property take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

31.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.

31.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

31.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

31.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

- 31.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection and to produce such certification to the Landlord upon each and every anniversary of the term.

32. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 32.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 32.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately give notice to the Landlord; and
 - (b) take all reasonable steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 32.3 The Tenant shall not obstruct the flow of light or air to the Property or obstruct any means of access to the Property.
- 32.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 32.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately notify the Landlord; and
 - (b) take all reasonable steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

33. REMEDY BREACHES

- 33.1 The Landlord may enter on reasonable prior written notice unless in case of emergency the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

33.2 If the Tenant has not begun any works needed to remedy that breach within a reasonable period following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

33.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on written 14 days of demand.

33.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.

34. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

35. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord or by title paramount.

36. GUARANTEE AND INDEMNITY

36.1 If any of the events mentioned in clause 37.1(c) occurs in relation to a Guarantor that is a corporation, or if any of the events mentioned in clause 37.1(d) occurs in relation to one or more individuals who is a guarantor or if one or more of those individuals dies or becomes incapable of managing its affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by the former guarantor.

36.2 clause 36.1 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

28

- 36.3 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

37. CONDITION FOR RE-ENTRY

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

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition, or tenant covenant, in this lease;
- (c) where the Tenant or any guarantor is a corporation:
 - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
 - (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant or guarantor; or
 - (iii) the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the tenant or the guarantor; or
 - (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or guarantor; or
 - (v) the commencement of a voluntary winding-up in respect of the Tenant or guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
 - (vi) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or guarantor; or
 - (vii) the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off; or
 - (viii) the Tenant or guarantor otherwise ceasing to exist,
- (d) where the Tenant or any guarantor is an individual;

- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
- (ii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor.

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

38. LIABILITY

38.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

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

38.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

39. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

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

39.2 Each party acknowledges that in entering into this lease neither has relied on, and nor shall have any remedy in respect of, any statement or representation whether made innocently or negligently.

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

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

40. NOTICES, CONSENTS AND APPROVALS

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

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

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

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

- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

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

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

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

41. GOVERNING LAW AND JURISDICTION

- 41.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 41.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

42. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

43. LANDLORD AND TENANT (COVENANTS) ACT 1995

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

SCHEDULE 1

AUTHORISED GUARANTEE AGREEMENT

1. GUARANTEE AND INDEMNITY

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

- (a) pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **Authorised Guarantee Agreement**) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:

- (a) to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; and
- (b) to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

2. GUARANTOR'S LIABILITY

2.1 The liability of the Guarantor under paragraphs 1.1(a) and 1.2(a) shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2 The liability of the Guarantor shall not be affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant; or
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or
- (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of

such rent or payment may prejudice its ability to re-enter the Property; or

- (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
- (f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
- (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or
- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- (i) without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
- (j) the surrender of part of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender, or

by any other act or omission except an express written release by deed of the Guarantor by the Landlord.

2.3 The liability of each of the persons making up the Guarantor is joint and several.

2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be

45

entered into by the Tenant in connection with this lease (or the Authorised Guarantee Agreement).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:

- (a) the variation is material or prejudicial to the Guarantor; or
- (b) the variation is made in any document; or
- (c) the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

4. GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

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

4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:

- (a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
- (b) be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
- (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and
- (d) ~~be excluded from sections 24 to 28 of the LTA 1954; and~~ *TA*

- (e) otherwise be on the same terms as this lease (as varied if there has been any variation).

- 4.3 The Guarantor shall pay the reasonable Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.
- 4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months Annual Rent and the Guarantor shall pay that amount on demand.

5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER

If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be the greater of:

- (a) the Annual Rent previously payable (or which would have been payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) under the lease prior to forfeiture or disclaimer; and
- (b) the open market rent of the Property at the relevant Review Date, as determined by the Landlord before the grant of the new lease.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR

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

hold that money on trust for the Landlord to the extent of its liability to the Landlord.

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

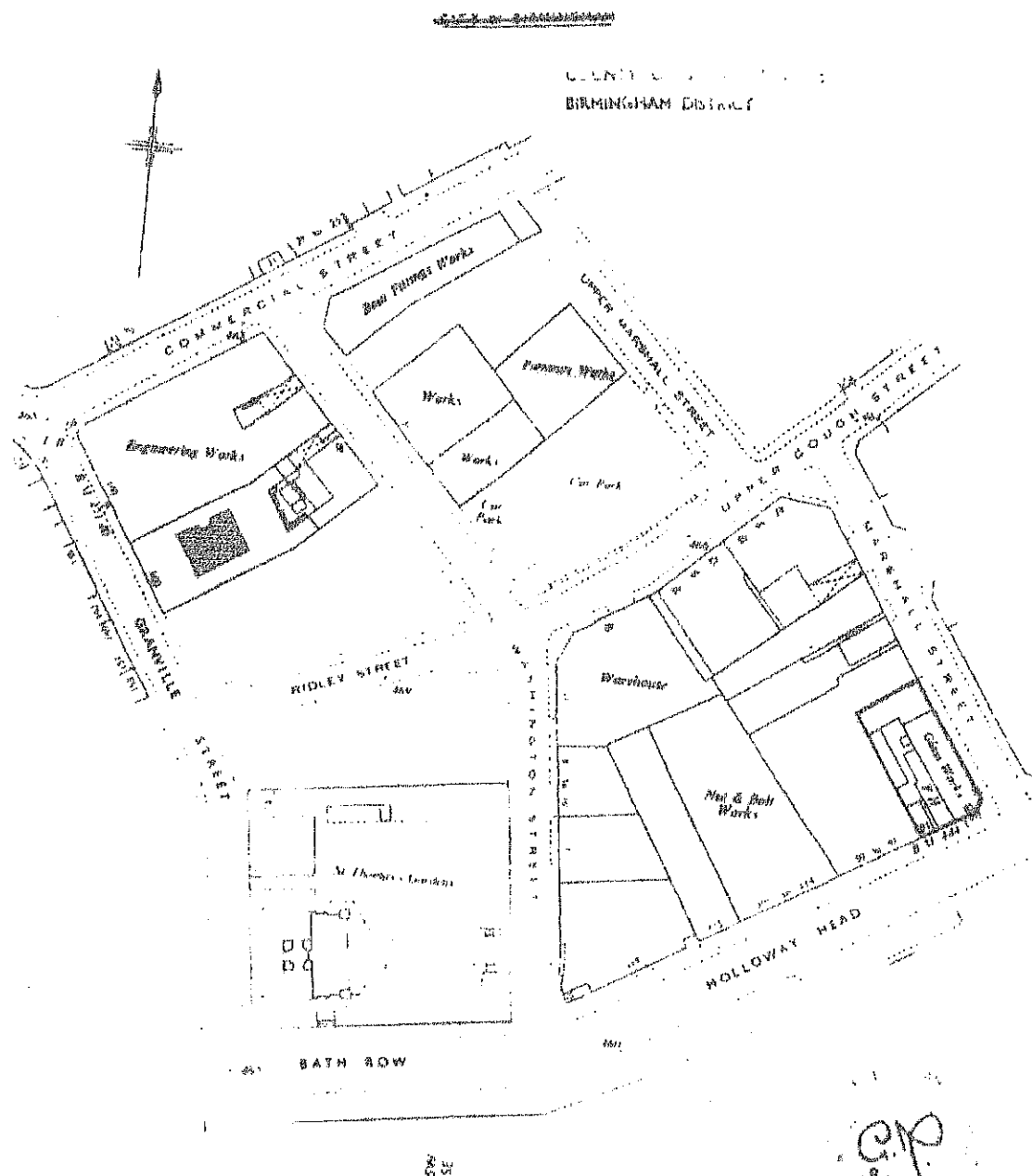
7. OTHER SECURITIES

- 7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 7.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.
- 7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

SCHEDULE 2
TENANT'S WORKS

~~[To be confirmed]~~

H.M. LAND REGISTRY		TITLE NUMBER	
		WM16053	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WARWICKSHIRE		SP 0686
			SECTION
			S
Scale: 1/1250			© Crown copyright 1969.



This official copy is incomplete without the preceding notes page.

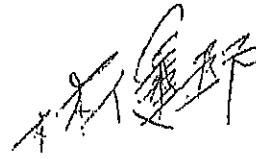
This official copy is incomplete without the preceding notes page.

S₀

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

Executed as a Deed by
**CHI LAM WEALTH MANAGEMENT
LIMITED**

acting by ~~two directors or one director~~
and a secretary:




Kiu Bang Lam,

Director,

Director/Secretary

In the presence of I

 Mary NISA-ZAMAN
Solicitor

T.A. KHOO SOLICITORS
Suite A, 8th Floor Albany House
Hurst Street, Birmingham B5 4BD
Tel: 0121-666 7088 / 056-01567883
Fax: 0121-666 8880

Executed as a Deed by
SUNSET BIRMINGHAM LIMITED
acting by _____ a director

in the presence of:-

Witness signature:

Print name:

Address:

Occupation:

Signed as a Deed by the said
STEFANOS NEOPHYTOU
in the presence of:-

Witness signature:

Print name:

Address:

Occupation:

50



Companies House

PSC01_(ef)

**Notice of Individual Person
with Significant Control**

Company Name: **AMARI 1 LTD**

Company Number: **07779292**



XA9O8B23

Received for filing in Electronic Format on the: **28/07/2021**

Notification Details

Date that person became **01/07/2021**
registrable:

Name: **MR LE HOAI NAM**

Service address recorded as Company's registered office

Country/State Usually **ENGLAND**
Resident:

Date of Birth: ****/08/1988**

Nationality: **VIETNAMESE**

SS

Nature of control

The person holds, directly or indirectly, 75% or more of the shares in the company.

The person holds, directly or indirectly, 75% or more of the voting rights in the company.

Register entry date

Register entry date **01/07/2021**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor



Appointment of Director

Company Name: **AMARI 1 LTD**

Company Number: **07779292**



XA908B60

Received for filing in Electronic Format on the: **28/07/2021**

New Appointment Details

Date of Appointment: **28/07/2021**

Name: **MR LE HOAI NAM**

The company confirms that the person named has consented to act as a director.

Service address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/08/1988**

Nationality: **VIETNAMESE**

Occupation: **DIRECTOR**

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager, Judicial Factor



FILE COPY

CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

Company Number **7779292**

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

SUNSET BIRMINGHAM LTD.

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

AMARI 1 LTD

Given at Companies House on **25th November 2016**



* N07779292U *

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

NM01 (ef)

Notice of Change of Name by Resolution

Company Number: **07779292**

Company Name: **SUNSET BIRMINGHAM LTD.**

Received for filing in Electronic Format on the: **24/11/2016**

Notice is hereby given that the company has changed its name as set out in the attached resolution

Authorisation

Authenticated

This form was authorised by one of the following:

Director, Secretary, Person Authorised, Administrator, Administrative Receiver, Receiver, Receiver manager, Charity Commission Receiver and Manager, CIC Manager

COMPANIES ACT 2006
SPECIAL RESOLUTION ON CHANGE OF NAME

Company number: 07779292

Existing company name:
SUNSET BIRMINGHAM LTD.

The following special resolution to change the name of the company was agreed and passed by the members.

On the 24th November 2016

That the name of the company be changed to:
AMARI 1 LTD

Public Register: Licence Report

Table of Contents

1. Licence
2. Current Designated Premises Supervisor
3. Premises Details
 - 3.1 Licensable Activities
 - 3.2 Activity Times
 - 3.3 Operating Hours
4. Conditions
 - 4.1 Mandatory Conditions
 - 4.2 Operating Conditions
 - 4.3 Committee Conditions
5. Licence History
6. Designated Premises Supervisor History
7. Events

1. Licence

Summary of the licence certificate.

Application Reference	112317
Licence Holder Name	Mao Wah Limited
Registered Company Number	04671374
Licence Number	1952
Time Limited Start Date	N/A
Time Limited End Date	N/A
Issue Number	10
Issue Date	27/08/2019
Grant Date	04/07/2012
Granted By	SHAID YASSER
Status	Current
Representation Start Date	12/08/2019
Representation End Date	26/08/2019

2. Current Designated Premises Supervisor

A ~~DPS~~ is required wherever there is a licenced activity for the sale of alcohol for consumption on or off the premises.

Status	Assigned
Name	Mr Parmjit Singh
Licence Number	5542
Issuing Authority	Birmingham
Start Date	18/09/2018

3. Premises Details

Details of the premises, the licensed activities and hours of operation.

--	--

Premises Name	HNDRX
Premises Type	LAP DANCING / NUDITY VENUE
Premises Address	89 Holloway Head, Birmingham, B1 1QP
Ward Name	LADYWOOD

3.1 Licensable Activities

A list of activities for which this premises is licensed.

Code	Description
E	Live music
F	Recorded music
G	Performances of dance
L	Late night refreshment
M3	Sale of alcohol by retail (both on & off the premises)
N	Details of adult entertainment or services, activities, other entertainment or matters ancillary to the use of the premises that may give rise to concern in respect of children

3.2 Activity Times

The times of day during which the activities listed in 3.1 are permitted. Where the start time is later than the end time, the period of activity spans mid-night. Where the start time is equal to the end time, the period licensed is 24 hours.

Days	Start Time	End Time	Licensed Activity Codes
Monday - Thursday	10:00	03:00	E
	10:00	07:00	E, G, M3
	23:00	05:00	L
Friday - Saturday	10:00	07:00	E, G, M3
	10:30	07:00	E
	23:00	05:00	L
Sunday	12:00	02:00	E
	12:00	07:00	E, G, M3
	23:00	05:00	L
New Year's Eve - From the end of permitted hours on New Year's Eve to the commencement of hours on the following day			ALL

3.3 Operating Hours

The hours of operation of the premises during the day. Where the start time is later than the end time, the period of operation spans mid-night. Where the start time is equal to the end time, the period of allowed operation is 24 hours.

Days	Start Time	End Time
Monday - Saturday	10:00	07:30
Sunday	12:00	07:30
New Year's Eve - From the end of permitted hours on New Year's Eve to the commencement of hours on the following day.		

4. Conditions

4.1 Mandatory Conditions

Mandatory conditions attached to the licence.

Objective	Condition
	61

Objective	Condition
N/A	No supply of alcohol may be made under the premises licence (a) at a time when there is no designated premises supervisor in respect of the premises licence, or (b) at a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.
N/A	Every retail sale or supply of alcohol made under this licence must be made or authorised by a person who holds a personal licence.
N/A	The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises. In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises— (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to— (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or (ii) drink as much alcohol as possible (whether within a time limit or otherwise); (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective; (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective; (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner; (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).
N/A	The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
N/A	The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol. The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy. The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either— (a) a holographic mark, or (b) an ultraviolet feature.
N/A	The responsible person must ensure that— (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures— (i) beer or cider: ½ pint; (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and (iii) still wine in a glass: 125 ml; (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

Objective	Condition
N/A	(1) A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price. (2) In this condition:- (a) "permitted price" is the price found by applying the formula $P = D + (D \times V)$, where- (i) P is the permitted price, (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol; (b) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979; (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence" (i) the holder of the premises licence, (ii) the designated premises supervisor (if any) in respect of such a licence, or (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence; (d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and (e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994. (3) Where the permitted price would not be a whole number of pennies, the permitted price shall be taken to be the price rounded up to the nearest penny. (4) Where the permitted price on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax, the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.
N/A	Each individual assigned to carrying out a security activity must be licensed by the Security Industry Agency.

4.2 Operating Conditions

Operating conditions attached to the licence and classified by objective:

General

General conditions consistent with the operating schedule.

Crime

Conditions consistent with, and to promote the prevention of crime and disorder.

Safety

Conditions consistent with, and to promote public safety.

Nuisance

Conditions consistent with, and to promote the prevention of public nuisance.

Child

Conditions consistent with, and to promote the protection of children from harm.

Objective	Condition
GENERAL	The provision of regulated entertainment and late night refreshment to take place indoors only.
GENERAL	The premises will operate in accordance with all relevant legislation.
CRIME	The premises will operate in accordance with all relevant legislation which promotes the crime and disorder objective.
CRIME	The premises will liaise and co-operate with the responsible authorities.
CRIME	A zero tolerance towards illegal drugs will operate at all times.
CRIME	Staff will be trained to observe the measures necessary to promote the Crime and Disorder objective.
CRIME	C.C.T.V. will be fitted to the specifications and locations as specified by West Midlands Police (Licensing Department at Steelhouse Lane).
CRIME	All images, however recorded, will be stored for a period of 28 days if the system used is a tape system, then all tapes will be replaced every 6 months (which must be documented in the incident book).
CRIME	C.C.T.V. will be recorded at all times that the premises are open for any licensable activities.
CRIME	All images held will be made available immediately to any responsible authority on request.
CRIME	Door staff will be employed at appropriate times during the hours when licensable activities are provided at a ratio of 1:100 plus one reserve.

Objective	Condition
CRIME	The DPS shall ensure that any door staff employed at the premises wear and clearly display their SIA registration badge at all times whilst on duty. A record shall be maintained containing the names, addresses, dates of birth and registration numbers of door supervisors. The record shall be made available for inspection upon request by the Police and/or officers of the responsible authorities.
SAFETY	The premises will operate in accordance with all relevant legislation which promotes the Public Safety objective.
SAFETY	Staff will be trained to observe the measures necessary to promote the Public Safety objective.
SAFETY	The existing fire safety precautions will be retained and maintained.
NUISANCE	The premises will operate in accordance with all relevant legislation which promotes the Public Nuisance objectives .
NUISANCE	Staff will be trained to observe the measures necessary to promote the Prevention of Public Nuisance objective.
NUISANCE	The premises will be adequately ventilated to prevent nuisance.
NUISANCE	Arrangements will be made for the storage and disposal of refuse which do not cause a nuisance.
NUISANCE	Any noise from the licensable activities provided will be monitored in order to prevent nuisance.
CHILD	The premises will operate in accordance with all relevant legislation which promotes the protection of children objective.
CHILD	A proof of age policy will operate in relation to relevant licensable activities.
CHILD	Staff will be trained to observe the measures necessary to promote the Protection of Children objective.
CHILD	Non-alcoholic drinks will be available.
CHILD	The premises shall adopt the Challenge 25 Scheme and appropriate signage will be placed at the entrance to the premises and adjacent to any bar servery. The premises will operate a policy whereby any person attempting to buy alcohol will be asked for photographic ID to prove their age. The only ID that will be accepted is a passport, driving licence with a photograph or an accredited proof of age card bearing the PASS mark hologram.

4.3 Committee Conditions

Conditions attached to the licence after a hearing by the licensing authority and classified by objective:

General

General conditions consistent with the operating schedule.

Crime

Conditions consistent with, and to promote the prevention of crime and disorder.

Safety

Conditions consistent with, and to promote public safety.

Nuisance

Conditions consistent with, and to promote the prevention of public nuisance.

Child

Conditions consistent with, and to promote the protection of children from harm.

Objective	Condition
GENERAL	N/A
CRIME	N/A
SAFETY	N/A
NUISANCE	N/A
CHILD	N/A

5. Licence History

The history of variation and transfer applications since the initial application for grant or conversion.

Reference	Applicant Name	Application Type	Application Date	Status	Representation Dates	Variation Reason
-----------	----------------	------------------	------------------	--------	----------------------	------------------

Reference	Applicant Name	Application Type	Application Date	Status	Representation Dates	Variation Reason
100239	Amari 1 Limited	Transfer	05/01/2017	Transferred	03/01/2017 To 17/01/2017	
90292	Sunset Birmingham Ltd	Transfer	06/03/2015	Transferred	03/03/2015 To 17/03/2015	
78078	Chi Lam Wealth Management Limited		16/05/2012	Transferred		<ul style="list-style-type: none"> ■ Premises Plan Changed
75343	Chi Lam Wealth Management Limited	Variation	18/10/2011	Varied		<ul style="list-style-type: none"> ■ Licence Conditions Changed ■ Premises Plan Changed
65972	Chi Lam Wealth Management Limited	Transfer	26/02/2010	Varied	26/02/2010 To 12/03/2010	
63788	Admiral Taverns (58) Limited	Transfer	16/10/2009	Transferred	16/10/2009 To 30/10/2009	
49152	Admiral Taverns (Nevada) Limited	Variation	14/08/2007	Transferred	14/08/2007 To 11/09/2007	<ul style="list-style-type: none"> ■ Activities Changed ■ Licence Conditions Changed
47216	Admiral Taverns (Nevada) Limited	Transfer	24/05/2007	Varied	17/05/2007 To 31/05/2007	
30587	Punch Taverns Limited	Conversion-Variation	25/07/2005	Transferred		

6. Designated Premises Supervisor History

A list of all Designated Premises Supervisors that have been responsible for sale of alcohol from the premises.

Start Date	Finish Date	Name	Licence	Issuing Authority
30/06/2017	30/06/2017	Mr Peng Kho	013485	Sandwell
30/06/2017	14/12/2017	Miss Elaine Robertson	2466	Birmingham
30/06/2017	30/06/2017	Mr Peng Kho	013485	Sandwell
30/06/2017	14/12/2017	Miss Elaine Robertson	2466	Birmingham
02/05/2017	30/06/2017	Miss Elaine Robertson	2466	Birmingham
02/05/2017	30/06/2017	Miss Elaine Robertson	2466	Birmingham
23/02/2017	02/05/2017	Mr Manpreet Samra	013889	Solihull
23/02/2017	02/05/2017	Mr Manpreet Samra	013889	Solihull
01/07/2015	23/02/2017	Miss Elaine Robertson	2466	Birmingham
01/07/2015	23/02/2017	Miss Elaine Robertson	2466	Birmingham
18/06/2012	01/07/2015	Ms Angelina O'Donnell	SOL/PE/824/2007	Solihull
18/06/2012	01/07/2015	Ms Angelina O'Donnell	SOL/PE/824/2007	Solihull
18/06/2012	01/07/2015	Ms Angelina O'Donnell	SOL/PE/824/2007	Solihull

Start Date	Finish Date	Name	Licence	Issuing Authority
03/08/2011	18/06/2012	Mr Peng Kho	013485	Sandwell
03/08/2011	18/06/2012	Mr Peng Kho	013485	Sandwell
03/08/2011	18/06/2012	Mr Peng Kho	013485	Sandwell
03/08/2011	18/06/2012	Mr Peng Kho	013485	Sandwell
03/08/2011	18/06/2012	Mr Peng Kho	013485	Sandwell
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
09/10/2006	15/03/2011	Mr Allan Schofield	WS/PEL/0812	Walsall
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority
25/07/2005	09/10/2006	Mr Edwin Jeffery		External Authority

7. Events

Other significant events recorded for this licence.

Date	Reference	Event Name
27/08/2019	112317	Issue
27/08/2019	112317	Licence Approval
12/08/2019	112317	Application Received (Transfer)
18/09/2018	100239	Designated Premises Supervisor Nominated
30/06/2017	100239	Designated Premises Supervisor Nominated
30/06/2017	100239	Designated Premises Supervisor Nominated
02/05/2017	100239	Change Of Premises Name
02/05/2017	100239	Designated Premises Supervisor Nominated
23/02/2017	100239	Designated Premises Supervisor Nominated
23/02/2017	100239	Issue
20/02/2017	100239	Licence Approval
05/01/2017	90292	Change Of Premises Name
05/01/2017	100239	Application Received (Transfer)
21/07/2015	90292	Change Of Premises Name
01/07/2015	90292	Designated Premises Supervisor Nominated
15/04/2015	90292	Notice of change of licence holder name, address etc
15/04/2015	90292	Issue
14/04/2015	90292	Licence Approval
06/03/2015	90292	Application Received (Transfer)
04/07/2012	78078	Issue
04/07/2012	78078	Licence Approval
18/06/2012	75343	Designated Premises Supervisor Nominated
12/06/2012	78078	Licensable Activities Added/Changed
16/05/2012	78078	Licensable Activities Added/Changed
16/05/2012	78078	Application Received (Minor Variation)

Date	Reference	Event Name
05/01/2012	75343	Issue
05/01/2012	75343	Licence Approval
18/10/2011	65972	Change Of Premises Name
18/10/2011	75343	Application Received (Variation)
03/08/2011	65972	Designated Premises Supervisor Nominated
17/03/2010	65972	Issue
17/03/2010	65972	Licence Approval
26/02/2010	63788	Change Of Premises Name
26/02/2010	65972	Application Received (Transfer)
30/10/2009	63788	Issue
30/10/2009	63788	Licence Approval
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
30/10/2009	63788	Licensable Activities Added/Changed
16/10/2009	63788	Application Received (Transfer)
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
13/12/2007	49152	Licensable Activities Added/Changed
29/11/2007	49152	Issue
13/09/2007	49152	Licence Approval
11/06/2007	47216	Issue
31/05/2007	47216	Licence Approval
09/10/2006	30587	Designated Premises Supervisor Nominated
13/01/2006	30587	Issue
13/01/2006	30587	Licence Approval
25/07/2005	30587	Application Received (Conversion-Variation)

[Help](#) [Accessibility](#) [External links](#)

© Birmingham City Council [General Licensing Regulation & Enforcement](#), P.O. Box
17831, Birmingham, B2 2HJ
Tel: 0121 303 9896
Email: licensing@birmingham.gov.uk

[Top](#)