

Quickstop Convenience Store, 25 Park Road, Quarry Bank, Brierley Hill, DY5 2DF  
Licensing Authority Representations

Report made to: Nick McGurk – Director of Neighbourhood Services

Date: 24/04/2024

Premises: Quickstop Convenience Store, 25 Park Road, Quarry Bank, DY5 2DF

Licence: DY/51/1687

Licensing Objectives involved:

- 1) The prevention of crime and disorder
- 2) The protection of children from harm

The Licensing Authority wish to make objections in relation to the application for a Premises Licence at Quickstop Convenience Store, 25 Park Road, Quarry Bank, DY5 2DF. The reasons for this are set out below:

### **Background:**

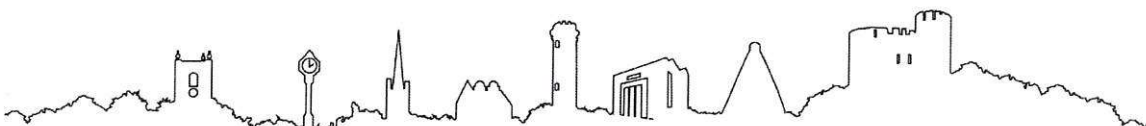
A Premises Licence was first issued on 31<sup>st</sup> August 2006 and was transferred in the name of Quickstop Enterprises LTD on 6<sup>th</sup> June 2013.

The premises last paid their £180 annual fee on 3<sup>rd</sup> March 2020, although it was due to be paid on 28<sup>th</sup> September 2019. On 7<sup>th</sup> May 2021 the premises was sent a suspension letter, informing them that the Premises Licence was suspended due to the annual fee not being paid for 2020.

On 10<sup>th</sup> July 2023 officers from Trading Standards conducted a test purchase at the premises. This premises failed by selling a vaping device to a child, prompting a visit to the premises by the Licensing Authority. At the time of the test purchase, Trading Standards officers did see alcohol displayed for sale.

A check of the Companies House website showed that Quickstop Enterprises LTD dissolved on 12<sup>th</sup> October 2021. No application to transfer the licence was made to the Licensing Authority and no interim authority notice was ever submitted and therefore the Premises Licence lapsed, as per Section 27 of the Licensing Act 2003.

Licensing Enforcement Officer Andy Babbs visited the premises on 17<sup>th</sup> July 2023 and spoke to the applicant, Mr Ibrar Afzal, who stated that he was the owner of the business. Alcohol was also seen on display, at the time of the visit. Mr Babbs explained that there was no existing Premises Licence for the shop and that all alcohol must be removed from display. An application was then subsequently made in order for a new Premises Licence to be issued.



The Licensing Authority made representations to that application on the basis that the applicant had operated for some time, without a licence, had failed test purchase operations and sold illegal vaping devices.

The reasons for the representations were that Trading Standards officers informed the Licensing Authority that they had seized 53 illegal vaping devices from the premises on 15<sup>th</sup> December 2021. Trading Standards also informed the Licensing Authority that on 10<sup>th</sup> July 2023 they conducted a test purchase operation at the premises. The premises did not only fail, but the seller, Sangeeta Paul, also actively encouraged the child volunteer to purchase an illegal vaping device as an alternative to the legal one requested. This device was not on display, suggesting that the seller knew that it was not legal. Trading Standards officers then entered the store and recovered two further illegal vaping devices from behind the counter.

Both Ibrar Afzal and Sangeeta Paul had not been cooperative with Trading Standards during their investigation. This led to concerns that the licensing objectives would not be upheld, if a new licence was issued to Mr Afzal.

On 5<sup>th</sup> October 2023 the Licensing Sub Committee determined that the application be refused.

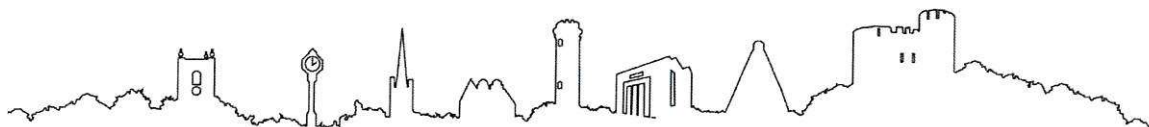
On 10<sup>th</sup> November 2023 the Licensing Authority received a new application for the same premises. The application mirrored the one heard on 5<sup>th</sup> October, however the applicant and proposed Designated Premises Supervisor had changed.

The Licensing Authority met with members of other Responsible Authorities, who were all happy to grant the licence, providing the applicant agreed to the amendment of their operating schedule, reduced their licensable hours and were satisfied that the new applicant would be operating the premises independently of the previous owners.

The applicant agreed to amend their application and the Responsible Authorities were happy to accept the contents of the application, however needed to be satisfied with their suitability.

On 29<sup>th</sup> November 2023 members of the Responsible Authorities met with a female, who stated that she was the applicant. The meeting was conducted via Microsoft Teams and the female did not turn on the camera and therefore her identity was not confirmed.

During the meeting the female stated that she had leased the premises, from the previous owner. She stated that she was operating the premises and that the previous owners had no involvement in the day to day running of the business. She also confirmed that they were no longer working there. Following the meeting a lease agreement dated 15<sup>th</sup> October 2023 was forwarded to members of the Responsible Authorities. This document has been submitted as Appendix A. A letter confirming the lease had taken effect from 15<sup>th</sup> October 2023 was also provided by Allerton & Gladstone solicitors. This has been submitted as Appendix B. Another letter, claiming to provide proof of funds was also submitted. This letter has been attached as Appendix C.



Trading Standards officers raised concerns in relation to the validity of the documents provided. They also stated that the applicant had no valid business insurance, despite claiming to now have control of the business. In addition to this, despite alleging to operate a business since 15<sup>th</sup> October 2023, the applicant had also continued to claim housing benefit.

Trading Standards officers also visited the premises on 30<sup>th</sup> November 2023. The applicant was not present at the time however both Ibrar Afzal and Sangeeta Paul were present and working behind the counter. Alcohol was also seen, behind the counter, albeit covered over.

West Midlands Police visited the premises on 7<sup>th</sup> December 2023. Again, the applicant was not present however Ibrar Afzal and a female believed to be Sangeeta Paul were.

The Licensing Authority suspected that the evidence from recent visits suggested that, on the balance of probabilities, Ibrar Afzal and Sangeeta Paul had continued to operate the business and that the applicant has been put forward, in name only. In effect the circumstances had changed, since the last application was refused. When these concerns were raised with the applicant, she withdrew her application and no committee hearing took place.

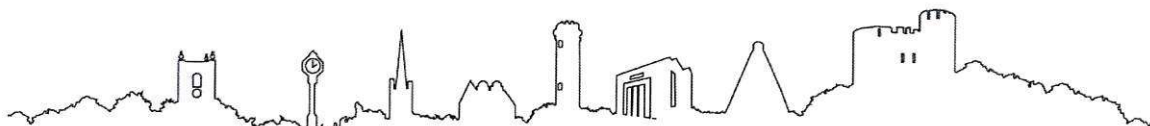
#### **New Licensing Authority Representations:**

A further application for a Premises Licence was made on 27<sup>th</sup> of March 2024. The original applicant, Ibrar Afzal is the applicant on this occasion. Despite the attached appendices showing the lease documents and proof of funds, the Licensing Authority have received no proof that this lease was terminated and that all funds were returned to the previous applicant. This again raises concerns that these documents were not legitimate. Due to this Trading Standards have begun a criminal investigation into the documents provided. This investigation is currently ongoing.

The Licensing Authority wrote to the applicants solicitor on 8<sup>th</sup> April 2024, outlining the concerns raised by the Responsible Authorities. A copy of this letter has been attached as Appendix D. This contained a list of conditions, that the Responsible Authorities had agreed with the previous applicant. These conditions are attached as Appendix E.

On 23<sup>rd</sup> April 2024 the applicants solicitor responded but stated that the applicant could not agree to the condition that *'Ibrar Afzal and Sangeeta Paul will not be permitted to enter the premises, at any time that is open to the public, except to make or arrange urgent repairs or collect rent.'* This could not be agreed due to the premises being a family run business.

#### **The Prevention of Crime & Disorder:**



Illegal vaping devices have been recovered from the premises on two separate occasions. This shows a willingness for the to commit repeated criminal offences, even when informed that the devices were not legal.

The premises also operated without a licence for some time before the previous application was made. When visited by the Licensing Authority and West Midlands Police on 4<sup>th</sup> April 2024, alcohol was seen in fridges, inside the premises. Although it was covered by some sheeting, gaps meant that alcohol could be clearly seen. On the balance of probabilities, it would appear that the premises has continued to stock and sell alcohol, despite not holding a licence since 2021. It is not reasonable to believe that alcohol has been stocked in the fridges for three years and not been sold. I have not visited an unlicensed premises before where alcohol can be seen in fridges but not available for sale. In my experience, when circumstances mean that a licence is not in effect, the alcohol is fully covered making it impossible to see or touch or completely removed from display.

The previous applicant appears to have applied for a Premises Licence by name only and never intended to work at the premises. This can be concluded by the fact that the current applicant was seen working at the premises, despite having claimed to have leased it to the previous applicant. The Licensing Authority is concerned that the applicant was involved in the production of these documents and was involved in the previous application as a way of obtaining a Premises Licence, as he knew that the Responsible Authorities would not be in support of any application made by him.

#### **The Protection of Children From Harm:**

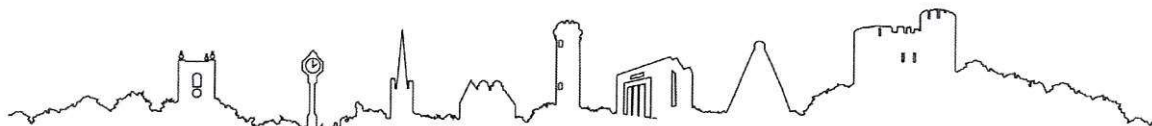
The applicant and his family members have sold illegal vaping devices to a child, with no identification checks being carried out. Even the sale of legal vaping devices poses a health risk to children.

Perhaps more concerning was the fact that the illegal device was encouraged to the child, when it was not requested. There are further associated health risks to children consuming illegal devices, in addition to the risks posed from legal devices. The seller and applicant have continued to work behind the counter, since the failed test purchases. Neither have provided evidence of any measures that they have taken to reduce the risk to children, such as attending training courses or gaining qualifications.

#### **Summary**

The evidence provided suggests that there has been no change in the circumstances since the Licensing Authority made representations on 25<sup>th</sup> August 2023. The premises has operated illegally for some time, sold illegal vaping devices and therefore still poses a risk to children.

There has been an inability to protect children in relation to age restricted products and therefore the Licensing Authority believes that children and the public are at further risk of harm, should the shop seek to sell a further age restricted product in alcohol.

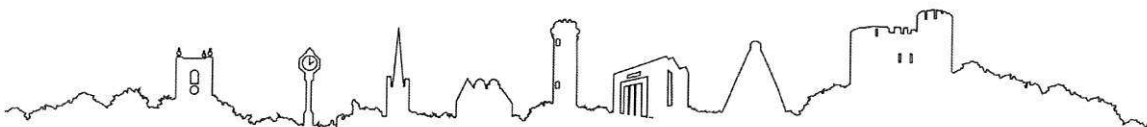


The Licensing Authority requests that the Licensing Sub Committee refuse this application, due to the seriousness of the concerns raised and the lack of faith that the Licensing Authority has in the applicants ability to uphold the Licensing Objectives.

Although the Licensing Authority was happy to accept conditions in relation to the previous applicant, the Committee should consider the suitability of the applicant should they decide to grant a licence to him with a condition that he is unable to serve age restricted products at his own premises.



**Nick Slym**  
Assistant Team Manager  
Neighbourhood Services - Licensing



**DATED**

15<sup>th</sup> October 2023

**LEASE**

relating to

**25 PARK ROAD, QUARRY BANK, BRIERLEY HILL DY5 2DF**

between

**IBRAR AHMED AFZAL**

and

## CONTENTS

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### CLAUSE

1.	Interpretation .....	3
2.	Grant .....	5
3.	Ancillary rights.....	6
4.	Rights excepted and reserved.....	6
5.	Third Party Rights .....	7
6.	The Annual Rent .....	8
7.	Review of the Annual Rent .....	8
8.	Insurance .....	11
9.	Rates and taxes .....	13
10.	Utilities.....	14
11.	Common items .....	14
12.	VAT .....	14
13.	Default interest and interest.....	14
14.	Costs.....	15
15.	No deduction, counterclaim or set-off.....	15
16.	Assignments .....	15
17.	Underletting .....	16
18.	Sharing occupation.....	16
19.	Charging.....	16
20.	Prohibition of other dealings.....	17
21.	Registration and notification of dealings and occupation .....	17
22.	Closure of the registered title of this lease .....	17
23.	Repairs .....	18
24.	Decoration.....	18
25.	Alterations.....	18
26.	Signs.....	19
27.	Returning the Property to the Landlord.....	19
28.	Use .....	20
29.	Compliance with laws .....	20
30.	Encroachments, obstructions and acquisition of rights .....	21
31.	Remedy breaches .....	22
32.	Indemnity .....	22
33.	Landlord's covenant for quiet enjoyment.....	22
34.	Guarantee and indemnity .....	22
35.	Condition for re-entry .....	23
36.	Liability.....	24
37.	Entire agreement and exclusion of representations .....	24
38.	Notices, consents and approvals.....	25
39.	Governing law and jurisdiction .....	25
40.	Contracts (Rights of Third Parties) Act 1999.....	26
41.	Landlord and Tenant (Covenants) Act 1995 .....	26

This lease is dated 15<sup>th</sup> October 2023

HM Land Registry

Landlords Title number[s]: WM103411

Administrative area: Dudley

**PARTIES**

(1) Ibrar Ahmed Afzal of 25 Park Road, Quarry Bank, Brierley Hill DY5 2DF  
(Landlord)

(2) of (Tenant)

**AGREED TERMS**

**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 £ 18,000..... per annum and then as revised pursuant to this lease.

**Contractual Term:** a term of 5..... years beginning on, and including the date of this lease and ending on, and including [14<sup>th</sup> October 2028].

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

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

**Insurance Rent:** 4.0..... % of 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,
- (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 Barclays 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:** *Convenience Store/off licence*

**Property:** the land and building at 25 Park Road, Quarry Bank, Brierley Hill DY5 2DF shown edged red on the attached plan.

**Rent Commencement Date:** *15 October 2023*

**Rent Payment Dates:** *15<sup>th</sup>* of Every Month.

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

**Review Date:** On the *5<sup>th</sup>* anniversary of this lease and every *5<sup>th</sup>* year thereafter.

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

**Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register

**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** is to any guarantor 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

- 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 38.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 38.5.
- 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 faxes or 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 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.

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

**3. ANCILLARY RIGHTS**

- 3.1 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 for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
- (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 the Landlord's Neighbouring Property 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 on or 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 or re-route any means of access to or egress from the Property; [and]

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 monthly instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.
- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period from the date of this lease until the day before the next Rent Payment Date.

7. **REVIEW OF THE ANNUAL RENT**

- 7.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7.
- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:
- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
  - (b) the open market rent agreed or determined pursuant to this clause.
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (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 or a term of 6 Years and 11 Months commencing on the relevant Review Date, if longer; and
  - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent
- (b) the 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 reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and

- (e) any statutory restriction on rents or the right to recover them.
  - 7.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.
  - 7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing, 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 7.7 shall then apply in relation to the appointment of a replacement.
  - 7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:
    - (a) the other party may pay instead; and
    - (b) the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.
- 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. On the date 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.

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

- 8.6 If the Property is damaged or destroyed by a risk against which the Landlord is obliged to insure or 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 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.
- 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 costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of:

- (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; 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. NO DEDUCTION, COUNTERCLAIM OR SET-OFF**

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

**16. ASSIGNMENTS**

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

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

- 16.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to 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.
- 16.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any Annual Rent or other money due under this lease is outstanding.
- 16.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.
- 17. UNDERLETTING**
- 17.1 The Tenant shall not underlet the whole or part only of the Property.
- 18. 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.
- 19. CHARGING**
- 19.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 19.2 The Tenant shall not charge part only of this lease.

20. **PROHIBITION OF OTHER DEALINGS**

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

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

21.1 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.

21.2 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).

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

- (a) give the Landlord's solicitors notice of the Transaction; [and]
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £30 (plus VAT).

21.4 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.

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

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

**23. REPAIRS**

- 23.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.
- 23.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
  - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

**24. DECORATION**

- 24.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 24.2 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.
- 24.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

**25. ALTERATIONS**

- 25.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the landlord's consent, such consent not to be unreasonably withheld.
- 25.2 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.
- 25.3 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.

26. SIGNS

- 26.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 26.2 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 except 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
- 26.3 Before 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.
- 26.4 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.

27. RETURNING THE PROPERTY TO THE LANDLORD

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



under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

**28. USE**

- 28.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 28.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 28.3 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.

**29. COMPLIANCE WITH LAWS**

- 29.1 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.
- 29.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 29.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
  - (b) 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.
- 29.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.
- 29.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. 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.

- 29.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 29.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 29.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- 30. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 30.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 30.2 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 steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 30.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 30.4 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.
- 30.5 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 steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

**31. REMEDY BREACHES**

- 31.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 31.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 31.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 34.

**32. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the 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.

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

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

**34. GUARANTEE AND INDEMNITY**

- 34.1 If any of the events mentioned in clause 35.1(c) occurs in relation to a guarantor that is a corporation, or if any of the events mentioned in clause 35.1(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.

34.2 clause 34.1 shall not apply in the case of a person who is guarantor by reason of having entered into an authorised guarantee agreement.

34.3 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.

**35. CONDITION FOR RE-ENTRY**

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

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant, in this lease;
- (c) 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 giving of any notice of intention to appoint an administrator, or 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.

35.2 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.

### **36. LIABILITY**

36.1 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.

36.2 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.

36.3 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.

### **37. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

37.1 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.

37.2 The Tenant acknowledges that in entering into this lease it is not relying on, and shall have no remedy in respect of, any statement or representation made by or on behalf of the Landlord.

37.3 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.

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

### 38. NOTICES, CONSENTS AND APPROVALS

38.1 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.

38.2 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.

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

38.4 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.

38.5 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.

38.6 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.

### 39. GOVERNING LAW AND JURISDICTION

39.1 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.

39.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive **OR** non-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).

**40. 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.

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

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

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

Executed as a deed by  
Ibrar Ahmed Afzal

  
.....  
Ibrar Ahmed Afzal

In the Presence of:

.....  
Signature:

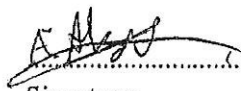
Name: .....

.....  
Address:  
*Legal Assistant*  
Occupation

Executed as a deed by

.....

In the Presence of:

  
.....  
Signature:

Name: .....

.....  
Address:

.....  
Occupation







Liquor Licencing Authority  
Unit 50 Thornleigh Trading Estate  
off Blowers Green Road  
Dudley  
DY2 8UP

Our Re  
Your Ref:

22<sup>nd</sup> February 2023

Dear Sirs,

**Re: Quick Stop Premises Licence Application –**  
**Client: F**

We confirm the Lease has taken effect from 15<sup>th</sup> October 2023.

Yours faithfully



Allerton & Gladstone Solicitors

Allerton & Gladstone Solicitors  
Office Address: 10 James Road, Tyseley, Birmingham B11 2BA  
DX No: 131818 Acocks Green 3  
Telephone: 0121 630 2640 Facsimile: 0121 630 2490 Email: [info@allertongladstone.com](mailto:info@allertongladstone.com) [www.allertongladstone.com](http://www.allertongladstone.com)

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**GIFT/INTEREST FREE LOAN LETTER**

Allerton & Gladstone Solicitors  
 10 James Road  
 Birmingham  
 B11 2BA

Re: Purchase of Quickstop Convenience - Business at 25 Park Road, Quarry Bank, Brierly Hill DY5 2DF

DATE: 10 October 2023

NAME (of lender):	
ADDRESS:	
Relationship to Borrower:	
Passport Number:	
Driving Licence Number:	

I/We confirm that I/We are lending the sum of:

£ 6 000 - 00

In connection with the proposed purchase of:

Business "Quickstop Convenience" at 25 Park Road, Quarry Bank, Brierly Hill DY5 2DF

To:

[ \_\_\_\_\_ ]

I/We confirm that these monies is an Interest free loan repayable as and when the borrower can pay it back, and that I/We will not have obtained any beneficial interest in the property.

OR:

I/We confirm that these monies is and that I/We will not have obtained any beneficial interest in the property.

I/We confirm that any tax implications (if any) of this loan have been satisfied.

I/We confirm that the source of these funds is legitimate and bona fide, and compliant with Money Laundering Regulations 2017.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

GIFT/INTEREST FREE LOAN LETTER

Allerton & Gladstone Solicitors  
10 James Road  
Birmingham  
B11 2BA

Re: Purchase of Quickstop Convenience - Business at 25 Park Road, Quarry Bank, Brierly Hill DY5 2DF

DATE: 10 October 2023

NAME (of lender):	
ADDRESS:	
Relationship to Borrower:	
Passport Number:	
Driving Licence Number:	

I/We confirm that I/We are lending the sum of:

£4000.00

In connection with the proposed purchase of:

Business "Quickstop Convenience" at 25 Park Road, Quarry Bank, Brierly Hill DY5 2DF

To:

\_\_\_\_\_

~~I/We~~ confirm that these monies is an interest free loan repayable as and when the borrower can pay it back, and that ~~I/We~~ will not have obtained any beneficial interest in the property.

OR:

I/We confirm that these monies is and that I/We will not have obtained any beneficial interest in the property.

I/We confirm that any tax implications (if any) of this loan have been satisfied.

~~I/We~~ confirm that the source of these funds is legitimate and bona fide, and compliant with Money Laundering Regulations 2017.

Signed:

\_\_\_\_\_

Print Name:

\_\_\_\_\_

GIFT/INTEREST FREE LOAN LETTER

Allerton & Gladstone Solicitors  
10 James Road  
Birmingham  
B11 2BA

Re: Purchase of Quickstop Convenience - Business at 25 Park Road, Quarry Bank, Brierly Hill DY5 2DF

DATE: 10 October 2023

NAME (of lender):	
ADDRESS:	
Relationship to Borrower:	
Passport Number:	
Driving Licence Number:	

I/We confirm that I/We are lending the sum of:

£5,000.00

In connection with the proposed purchase of:

Business "Quickstop Convenience" at 25 Park Road, Quarry Bank, Brierly Hill DY5 2DF

To:

[Empty box for recipient name]

I/We confirm that these monies is an interest free loan repayable as and when the borrower can pay it back, and that I/We will not have obtained any beneficial interest in the property.

OR:

I/We confirm that these monies is and that I/We will not have obtained any beneficial interest in the property.

I/We confirm that any tax implications (if any) of this loan have been satisfied.

I/We confirm that the source of these funds is legitimate and bona fide, and compliant with Money Laundering Regulations 2017.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Our ref: DY/51/1687

Service: Licensing Services

Direct Line: 01384 813783

Date: 08/04/2024

MR A. CURTIS  
KENNETH CURTIS & CO SOLICITORS  
88 ALDRIDGE ROAD  
PERRY BARR  
BIRMINGHAM  
WEST MIDLANDS  
B42 2TP

Dear Mr Curtis,

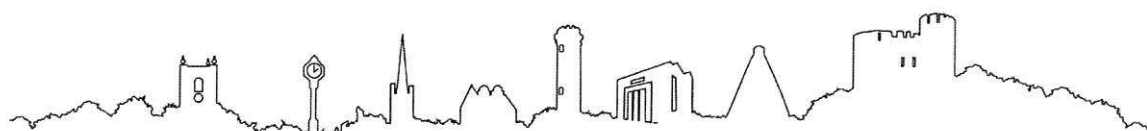
I am writing in relation to the application for premises licence at Quickstop Convenience Store, 25 Park Road, Quarry Bank, Dudley, DY5 2DF. I am aware that you are currently acting on behalf of Mr Ibrar Afrzal. Within the Dudley Borough, it is common for members of the Responsible Authorities to meet and discuss new applications. A meeting with members from Dudley Council Licensing Authority, Trading Standards and West Midlands Police has taken place to discuss this application.

You may or may not be aware of the background information surrounding this premises and the proposed Premises Licence Holder. Mr Afzal previously held a premises licence at this premises, which lapsed in 2021. He continued to sell alcohol, without a licence, until he was informed that there was no licence in place in July 2023.

Whilst operating without a licence, Trading Standards conducted a test purchase operation at the premises where a child volunteer attempted to buy a vaping device. The premises did not only fail, but the seller also actively encouraged the child volunteer to purchase an illegal vaping device as an alternative to the legal one requested. This device was not on display. Trading Standards officers then entered the store and recovered two further illegal vaping devices from behind the counter.

During the failed test purchase and subsequent seizure investigation, Trading Standards officers experienced a lack of cooperation from the seller and Mr Afzal.

Mr Afzal then made an application for a premises licence, however the above concerns meant that a number of Responsible Authorities made representations under the prevention of crime and disorder and protection of children from harm licensing objectives.



On 5<sup>th</sup> October 2023 the Licensing Sub Committee determined that the application be refused. Mr Afzal should have copies of the representations submitted.

On 10<sup>th</sup> November 2023 the Licensing Authority received a new application for the same premises. The application mirrored the one heard on 5<sup>th</sup> October, however the applicant and proposed Designated Premises Supervisor had changed. The Responsible Authorities sought assurance that Mr Afzal would have no involvement in the operation of the premises and the applicant produced a document claiming to have leased the premises for a period of five years and also claimed to have paid a significant amount of money for the lease.

Trading Standards officers highlighted a number of concerns with the documentation produced and began a criminal investigation for potential fraud related offences. During the investigation the applicant withdrew the application and therefore no committee hearing took place.

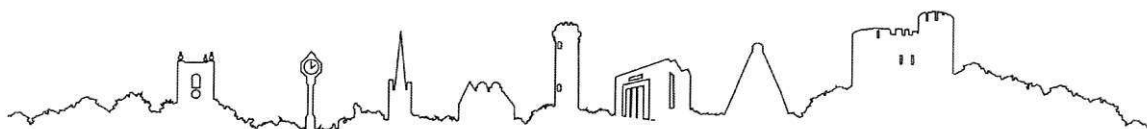
As the documentation stated that Mr Afzal had leased the premises to the previous applicant, the Responsible Authorities would now like confirmation and evidence that that lease was cancelled and that funds were returned. This current application raised further concerns and is therefore likely to re-open the fraud investigation in relation to the validity of the lease documents, signed by Mr Afzal and produced to Dudley MBC.

In 2023 Mr Afzal also informed Trading Standards officers that he had been diagnosed with terminal cancer and had been given a life expectancy of Christmas 2023. With sensitive consideration given to Mr Afzal's privacy, the Responsible Authorities would like clarification as to his current health condition and how this will affect his day to day running of the business and control of the licence. Mr Afzal was present at the premises on 30<sup>th</sup> November 2023 and 7<sup>th</sup> December 2023, when a visits were conducted by members of the Responsible Authorities.

I have also enclosed a list of conditions, that were initially accepted by the previous applicant, prior to them withdrawing their application. In the event that the contents of this letter are addressed, the Responsible Authorities would like these to be considered in relation to the current application. It is noted that Mr Afzal is not the proposed DPS and therefore the proposed conditions may satisfy the upholding of the licensing objectives.

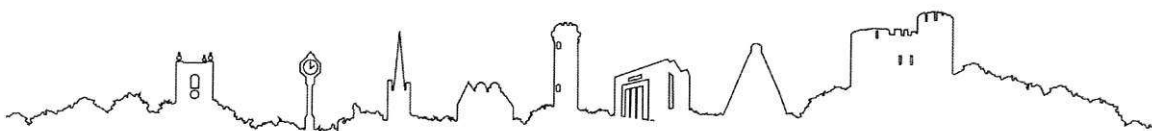
Please discuss the contents of this letter with your client and I look forward to receiving your response in due course. In any case I would request a response to this letter by Monday 15<sup>th</sup> April 2024.

Yours sincerely



**Nick Slym**

Assistant Team Manager  
Neighbourhood Services - Licensing  
Environment  
Dudley Council,  
Lister Road Depot  
Dudley,  
DY2 8JW  
01384 813783  
07773244657



Working as One Council in  
the historic capital of the Black Country





### Quickstop Responsible Authority Proposed Conditions

If the Sub Committee grant the Premises Licence, then the Responsible Authorities involved wish for the current proposed Operating Schedule to be disregarded and replaced with the following conditions:

1. Ibrar Afzal and Sangeeta Paul will not be permitted to enter the premises, at any time that is open to the public, except to make or arrange urgent repairs or collect rent.
2. During the hours of licensable activity and where any alcohol is visibly on display in the premises for sale to the public, persons who are not formally employed and trained to work at the premises are **NOT** to be left in temporary control regardless of the period of time. In the case of an emergency situation the PLH, DPS or store manager should close the store until a suitable member of staff can be present.
3. CCTV will be installed at the premises and will record at all times when the premises are open for licensable activities for a minimum of 30 days. It will record, as a minimum (1) those areas within the store where alcohol is displayed to the public and (2) the point of sale. A camera is also to be installed to record all incidents immediately outside the premises. The camera views of these areas will remain unobstructed at all times. All recordings will be backed up to a separate server (i.e Cloud or similar). The DVR will be kept at all times in a locked and secure area.
4. Any CCTV hard drive that is damaged or broken will be retained at the premises for a minimum of 30 days and available upon request by the Police or any other responsible authority. In the event that a CCTV system is returned by the premises to the original manufacturer due to a warranty, they will have to show evidence of this.
5. In any event that a CCTV system is seized, a replacement system will be sought immediately.
6. At least one member of staff on duty at all times will be conversant with the viewing and downloading of the CCTV system. They will be able to download any footage at the request of the Police and any other Responsible Authority within 24 hours of the request, and they will provide their own USB and/or disc for this purpose or will supply footage via a link provided by West Midlands Police if necessary.

7. At the beginning of every day, prior to licensable activity taking place, the CCTV will be checked that it is in working order and this will be documented, date, timed and signed by the checker and made available to the Police and any other responsible authority upon request.
8. All e-cigarettes kept on the premises MUST comply fully with Part 6 (sections 31 – 40) of the Tobacco and Related Products Regulations 2016 (TRPR), Restriction of Hazardous Substances Act (RoHS), Waste Electrical and Electronic Equipment recycling regulations (WEEE) and the Electromagnetic Compatibility directive (EMC).
9. All financial transactions that relate to the purchase of alcohol and tobacco products for this property must be kept in a folder and retained for a minimum period of 2 years from the actual date of purchase. The invoice/receipts must relate specifically to the postal address for this property and not to any other
10. business address. These original documents are to be made available to an officer of a Responsible Authority upon request.
11. Anyone employed to work on the premises who finds themselves on duty during licensable hours of business and being in a position where it is reasonable to expect them to potentially take payment from customers for goods which may include alcohol must already have completed an initial training programme in relation to the requirements of the Licensing Act 2003. This initial training must include a written test to verify the competency of that person. This initial training must be completed prior to that member of staff being left alone in the store for any period of time whatsoever. Existing employees will undertake refresher training every 12 months, as a minimum. A record of all staff training will be maintained and stored on the premises and produced upon request to an authorised officer from the Responsible Authority.
12. A file shall be maintained and stored at the premises for each member of staff authorised to sell alcohol. As a minimum, this must include proof of identity, date of birth, current home address and National Insurance Number. The only acceptable form of identity and age verification will be a signed copy of passport and/or driving licence. Proof of an address will include a letter from a current utility provider that clearly shows the name of the specific member of staff and not a relative or friend. Personnel files will be produced upon request to any authorised officer from the Responsible Authority.

13. First Aid equipment will be available on the premises and will be maintained according to expiry dates.
14. A litter bin is to be placed near to the exit of the premises.
15. Suitable age restricted advisory and warning notices are to be displayed **(1)** on the main door to the premises **(2)** at the point of sale **(3)** in prominent positions at all points within the premises where alcohol is displayed for sale to the public.
16. A register for age restricted products will be maintained at the premises. This can be either a written register or an electronic version. As a minimum, the register will record the date, time and reason for the refusal of sale. All staff working on the premises will know of the existence of the register and will produce it at the time of request by any authorised officer from the Responsible Authority. The PLH, DPS or store manager will review the register once a week ensuring it is completed and accurate and for audit purposes be in a position to corroborate this review in writing or electronically. If a written register becomes full then a replacement will be implemented immediately.
17. Any person suspected of attempting to purchase alcohol for anyone underage shall be refused service and an appropriate entry made within the Refusals Register.
18. The premises will operate an age verification policy set at a minimum of 'Challenge 25'. All staff authorised to sell alcohol will be trained in this policy and without exception adhere to it. Acceptable forms of identification to verify age will only include a passport, photographic driving licence or a Proof of Age Standards Scheme (PASS) such as Citizen Card, or equivalent. No other form of identification will be accepted.
19. No children, under the age of 18, will be permitted to enter the premises after 21:00, on any day of the week, unless accompanied by an adult.



Liquor Licensing  
Licensing & Waste Enforcement  
Public Realm  
Dudley Council  
Unit 1, Hurst Business Park, Narrowboat Way, Brierley Hill  
DY5 1UF

**Brierley Hill Police Station**  
Bank Street  
Brierley Hill  
DY5 3DH

Direct Telephone:  
Switchboard: 101  
Internal:  
Email:  
Our Reference:

Date: 19<sup>th</sup> April 2024

**Quickstop Convenience Store (UK) Ltd, 25 Park Road, Quarry Bank, Brierley Hill, DY5 2DF  
Licence No DY/51/1663**

West Midlands Police are objecting to the new premises licence application for the above premises under the Prevention of Crime & Disorder and Protection of Children From Harm licensing objectives.

Trading Standards had received a number of complaints that this premises had been selling illegal vapes. Therefore on 10 July 2023, a test purchase was carried out at the premises which resulted in an illegal vape being sold to a 16 year old male child. The seller, Sangeeta Paul, believed to be the partner of Imran Afzal, the proposed Premises Licence Holder and DPS, encouraged the test purchaser to buy a 3500 puff disposable vape, as it would last longer.

When Trading Standards entered the premises, Sangeeta Paul denied selling the illegal vape and having any in stock. Trading Standards then carried out a search under the counter, where a further two illegal vapes were found and seized. Trading Standards have advised us that these illegal vapes have recently been identified as containing traces of lead and nickel metals within the vape liquid, from a laboratory tests carried out by another Trading Standard's department.

Sangeeta Paul then became obstructive with Trading Standards Officers, refusing to show identification and assist in questions asked by Trading Standards. It could therefore not be established whether a refusals register was being used.

The proposed DPS and company director of Quickstop Convenience Stores (UK) Ltd, Imran Afzal, has been involved with this premises for some time and there is a history of illegal vapes being seized during that time.

Mr Afzal, has already been before this sub-committee in October 2023, whereby taking into account all of the above information, the application was refused.

On the 10<sup>th</sup> November 2023, a new premises licence application was received from [REDACTED], who wished to be Premises Licence Holder & Designated Premises Supervisor.

The basis of her application was that she did not know Mr Afzal and had been told that the store was available via a family friend. She stated that she had a lease agreement, signed & dated 15/10/23 and that she had paid £15k, funded via her children, and subsequently signed a 5 year lease.

Due to a number of concerns raised by the responsible authorities around this lease and its legitimacy, the applicant withdrew the application.

Having received this new application from Mr Afzal on the 28<sup>th</sup> March 24, the responsible authorities have been attempting via the applicants Solicitor to obtain documentation relating to the termination of the lease, which we would expect it to be a simple process. However, we have been advised by the Solicitor that:-

**Premises Ownership**

***I am instructed the property is freehold and there no subsisting lease to any party. The applicant owns the freehold. The leasing of the property with Mr Afzal being the Landlord became unviable without a premises licence. A tenant would not be able to afford to pay their rent.***

Currently, we have seen no documentation to say that this lease has been terminated, or a transaction to show the £15k was returned to Ms Kashda, and therefore at this moment in time our suspicions in relation to the original lease's authenticity and the people involved in it are still in question.

Mr Afzal has now put forward his son Simran as Designated Premise Supervisor, whilst remaining himself as Premise Licence Holder. However, Mr Afzal has not shown any of the responsible authorities anything since his previous application was refused in October 23, that he has undertaken any further training, and it is West Midlands Police's understanding that he has not taken up the offer of further training, which was originally offered back in August 2023 by Trading Standards regarding underage sales and illegal vapes.

The proposed DPS Simran, has only just applied and been successful in obtaining his personal licence, and therefore has no relevant experience in this role. Managing a premise that has raised significant concerns, failed to uphold the Licensing objectives and currently holds no Premise Licence, will need to be robustly managed moving forward. With Mr Afzal as the Premises Licence Holder, we do not believe this can be achieved successfully.

Therefore, there is nothing on this application that satisfies West Midlands Police that any improvements or changes have been made by the proposed Premise Licence Holder to give us confidence that these premises will be able to uphold the Licensing objectives.

On the basis that this premises have:-

1. Previously sold an illegal vaping device to a child,
2. Have actively encouraged this purchase, with no I.D. checks been carried out
3. Operated for a period of time without a Licence
4. Have been uncooperative with Trading Standards
5. Can currently show no trail of termination of a lease with the previous independent applicant
6. Has shown no evidence in this application that any significant training has been undertaken since the refusal of the previous application in October 2023

West Midlands Police object to the premise licence application submitted again by Mr Afzal, as we believe nothing has altered since his last application, when the Committee were not satisfied that he could uphold the Licence Objectives, and now 5 months on the situation appears to be the same.

Kind regards

Sgt 1533 Andrews  
Partnerships Sgt



## **Application for a premises licence to be granted under the Licencing Act 2003 – Objection on behalf of Trading standards**

Premises: Quickstop Convenience Store

Trading from: 25 Park Road, Quarry Bank DY5 2DF

Date of signed application: 27<sup>th</sup> March 2024

Response from Responsible Authority required by: 24/04/2024

Name of applicant: Mr Ibrar Ahmed AFZAL

Address of applicant 25 Park Road, Quarry Bank DY5 2DF

### ***The brief historical facts are that:***

- 1) On 05<sup>th</sup> October 2023, an application made by Mr Ibrar Ahmed AFZAL in respect to Quickstop Convenience Store UK Ltd was considered by the Licensing Sub-Committee. After careful consideration, the application for the granting of a new premises licence in respect of Quickstop Convenience Store Ltd; 25 Park Road, Brierley Hill, DY5 2DF was refused.
- 2) On 10<sup>th</sup> November 2023, DMBC licencing received an application for a premises licence to be granted under the Licencing Act 2003. The applicant for this application was PREVIOUS APPLICANT T/A Quickstop Convenience Store.
- 3) On 29<sup>th</sup> November 2023 at 14:00 hours, a Microsoft teams meeting took place between PREVIOUS APPLICANT, Nick SLYM (DMBC licencing), Donna JENKINS (West Midlands Police), Katie TURLEY (West Midlands Police) and Kuldeep MAAN (DMBC Trading Standards). During this meeting:
  - A) Minutes were taken by Kuldeep MAAN.
  - B) It was explained to PREVIOUS APPLICANT, the purpose of the meeting which was to gather more information about her application.
  - C) Mr MAAN gave a warning to PREVIOUS APPLICANT that should any false information be given, that results in a premises licence being granted under the licencing Act 2003, may be used against her in a criminal investigation under Fraud Act 2006.
  - D) Throughout the meeting, PREVIOUS APPLICANT did not have her camera turned on and her answers were brief.
  - E) PREVIOUS APPLICANT was asked a number of questions about her application and gave responses which included:
  - F) PREVIOUS APPLICANT confirmed that she had paid £55,000 for the business which she paid in cash.
  - G) PREVIOUS APPLICANT said that this money was given to her solicitor, who in turn paid the previous business owner of Quickstop.
  - H) When challenged about anti money laundering Regulations and a duty placed upon a solicitor's firm to have an audit trail of cash, PREVIOUS APPLICANT then changed her mind and said that she had paid

- £15,000.00 for the business and there was an 'IOU' for the remaining funds that she would pay off slowly.
- I) PREVIOUS APPLICANT maintained that she had attended her solicitor's office and gave them the cash in person (now £15k).
  - J) When challenged further that she was in receipt of housing benefits, PREVIOUS APPLICANT said that she had received money from 'friends and family.' PREVIOUS APPLICANT also confirmed that she had not paid for stock in the shop.
  - K) PREVIOUS APPLICANT confirmed that she had no connection to the previous owners, that she became aware of the sale of the business from family and friends and she was happy to have conditions put on that prevented the previous owners (Sangeeta PAUL and Ibrar AFZAL) from working in the shop.
  - L) PREVIOUS APPLICANT was asked about previous shops she owned and she could not remember much information about those businesses other than one being in Stourbridge, one called News Express and one shop in Birmingham.
  - M) PREVIOUS APPLICANT was asked to produce documentation including:
    - N) a copy of the lease between the landlord of 25 Park Road.
    - O) copies of all correspondence with their solicitor for the purchase of this business .
    - P) documents supporting her claims that she received £15,000.00 from her friends and family.
    - Q) It was agreed that DMBC licensing would confirm the request in writing.
- 4) Following the meeting, trading standards carried out a number of intelligence checks together with West Midlands police on the claims made by PREVIOUS APPLICANT.
  - 5) Information obtained strongly links PREVIOUS APPLICANT to the previous owners.
  - 6) On 30<sup>th</sup> November 2023, Mr MAAN visited Quickstop; 25 Park Road, Quarry Bank DY5 2DF. Behind the counter were the previous owners Sangeeta PAUL and Ibrar AFZAL.
  - 7) Sangeeta PAUL was serving customers.
  - 8) Both Mr AFZAL and Mrs PAUL informed Mr MAAN that they were helping PREVIOUS APPLICANT in the shop, as PREVIOUS APPLICANT'S mother was having chemotherapy at New Cross Hospital.
  - 9) On 5<sup>th</sup> December 2023, Mr MAAN called PREVIOUS APPLICANT and raised concerns about false information she gave to DMBC in relation to application. Mr MAAN informed PREVIOUS APPLICANT that should she continue her application, trading standards would object to the application and she may be placed on a warning when giving representations that trading standards may use in an investigation under the fraud Act 2006.
  - 10) As soon as Mr MAAN informed PREVIOUS APPLICANT of this, PREVIOUS APPLICANT said that she would be rescinding the application immediately.
  - 11) Mr MAAN then informed DMBC licencing to make contact with PREVIOUS APPLICANT.
  - 12) On 6<sup>th</sup> December 2023, Mr MAAN called PREVIOUS APPLICANT to confirm that she had rescinded her application and was informed that she was about to do it.



- 13) On 07<sup>th</sup> December 2023, West Midlands Police made a visit to Quickstop to find both Sangeeta PAUL and Ibrar AFZAL behind the counter in the shop.
- 14) A number of requested documentation was also not provided to responsible Authority's as requested by PREVIOUS APPLICANT.
- 15) PREVIOUS APPLICANT went on to rescind her application.
  
- 16) On 28<sup>th</sup> March 2024, DMBC licencing received an application for a premises licence to be granted under the Licencing Act 2003. The applicant for this application was Mr Ibrar AFZAL T/A Quickstop Convenience Store.
- 17) On 8<sup>th</sup> April 2024, Nick SLYM, assistant team manager for licencing emailed the legal representative for Mr Ibrar AFZAL a letter, detailing the chronology of events of the premises Quickstop and confirmed that trading standards were looking to re-open their investigation for potential false claims made.
- 18) On 17<sup>th</sup> April 2024, Mr Ibrar AFZAL'S legal representative responded to Nick SLYM'S letter. The information contained in this response has raised the following concerns:

- 1) During the investigation into the sale of an illegal vape to a child, Mr Ibrar AFZAL may have given false information concerning his health, to influence the outcome of that investigation.
- 2) During the investigation into the sale of an illegal vape to a child, Mrs Sangeeta PAUL, spouse of Mr Ibrar AFZAL and seller of illegal product to a child may have given false information concerning Mr Ibrar AFZAL'S health, to influence the outcome of that investigation.
- 3) Together with Mr Ibrar AFZAL, PREVIOUS APPLICANT made a number of false claims to trading standards, licencing and West Midlands Police officers in order for a licence application to be granted.
- 4) Mr Ibrar AFZAL'S latest application for an alcohol licence provides further evidence for point 3 and, further false claims may have been made or may be made to the committee, in order to obtain an alcohol licence.

Both Mr Ibrar AFZAL and Mrs Sangeeta PAUL initially declined to attend a trading standards' online course concerning illegal vapes and underage sales. Mr Ibrar AFZAL, at a later date agreed to attend the courses however this was not progressed by trading standards, given the claims made by Mr Ibrar AFZAL that he no longer owned the business in November 2023 which was now leased to PREVIOUS APPLICANT and that he was terminally ill.

Mr Ibrar AFZAL has also not approached trading standards since 'deciding to continue trading,' and enquire about the courses.

Due to the concerns detailed above, trading standards have zero confidence that the applicant will uphold the licensing objectives in relation to the prevention of Crime and Disorder and The Protection of Children from Harm will continue and object to this application.

Please note that trading standards will provide further information in relation to this objection in due course, following further investigation.

Kuldeep MAAN