



*Castle House  
Great North Road  
Newark  
NG24 1BY*

*Tel: 01636 650000*

[www.newark-sherwooddc.gov.uk](http://www.newark-sherwooddc.gov.uk)

**13 December 2024**

**Members of the Committee:**

**Councillor L Brazier  
Councillor S Michael**

**Councillor M Spoor (Reserve)  
Councillor T Wildgust**

<b>MEETING:</b>	Licensing Hearing
<b>DATE:</b>	Monday, 23 December 2024 at 10.00 am
<b>VENUE:</b>	Civic Room 2, Castle House, Great North Road, Newark NG24 1BY
<p><b>You are hereby requested to attend the above Meeting to be held at the time/place and on the date mentioned above for the purpose of transacting the business on the Agenda as overleaf.</b></p> <p>If you have any queries please contact Helen Brandham on <a href="mailto:Helen.Brandham@newark-sherwooddc.gov.uk">Helen.Brandham@newark-sherwooddc.gov.uk</a>.</p>	

## AGENDA

	<u>Page Nos.</u>
1. Application for Review of a Premises Licence - The Roaring Meg, Barnby Gate, Newark	3 - 80



Report to: Licensing Sub-Committee: 23 December 2024  
Director Lead: Matthew Finch, Director – Communities & Environment  
Lead Officer: Narelle Plowright, Senior Licensing Officer

Report Summary	
<b>Report Title</b>	Application for Review of a Premises Licence – The Roaring Meg, Barnby Gate, Newark
<b>Purpose of Report</b>	For Members to consider an application to review the premises licence for the The Roaring Meg, Barnby Gate, Newark
<b>Recommendations</b>	<p>That Members consider the review application and the representations made for The Roaring Meg, Newark and take the steps as it considers appropriate for the promotion of the licensing objectives. The steps available on determination of review applications are:</p> <ul style="list-style-type: none"><li>• To modify the conditions of the licence</li><li>• To exclude a licensable activity from the scope of the licence</li><li>• To remove the Designated Premises Supervisor</li><li>• To suspend the licence for a period not exceeding three months</li><li>• To revoke the licence</li><li>• To take no action</li></ul>

## 1.0 Background

1.1 The application to review the premises licence was received from Catrin Styles, Environmental Health on 6 November 2024 and was submitted on the grounds of public safety. A visit to the premises was undertaken on 9 October 2024 following information received by Environmental Health. During the visit safety issues were identified concerning live and exposed electrical wiring and a damaged electrical installation structure. Following notification of the issues to the Premises Licence Holder, Cycle PS Ltd, they stated that they had no responsibility for repair and maintenance of the premises, and this was down to the leaseholder. This arrangement suggests that there is a lack of accountability for the state of the premises and the Premises Licence Holder is not able to ensure public safety is maintained.

1.2 A summary of the application is attached as **Appendix A** of the report.

### **The Application Premises**

- 1.3 The application is attached as **Appendix B** with the supporting documentation at **Appendix C**, a plan of the premises and a map showing the site in context of its surroundings are shown as **Appendix D and E** respectively to this report.

### **Current Licensed Activities**

- 1.4 The details of the current licence are included in **Appendix F** to this report.

## **2.0 Proposal/Options Considered**

### **Reason for Hearing**

- 2.1 Following advertisement of the application to review the premises licence one additional representation/comment has been received from:

- Newark Town Council, Town Hall, Newark, NG24 1DU (In support of the premises)

- 2.2 The representation is attached as **Appendix G** of this report.

- 2.3 The applicant has been made aware of the representation.

### **Applicable Policies and Guidance**

- 2.4 Any relevant policies and statutory guidance are detailed in **Appendix A**.

## **3.0 Implications**

In writing this report and in putting forward recommendations, officers have considered the following implications: Data Protection; Digital & Cyber Security; Equality & Diversity; Financial; Human Resources; Human Rights; Legal; Safeguarding & Sustainability and where appropriate they have made reference to these implications and added suitable expert comment where appropriate.

### **Background Papers and Published Documents**

Except for previously published documents, which will be available elsewhere, the documents listed here will be available for inspection in accordance with Section 100D of the Local Government Act 1972.

### Summary of Application

<b>Name of Premises</b>	<b>The Roaring Meg, Newark</b>	<b>Type of Application</b>	<b>Premises Licence Review</b>
-------------------------	--------------------------------	----------------------------	--------------------------------

<b>Point Number</b>	<b>Detail</b>	<b>Action</b>
1	A review was submitted on 6 November 2024 by Catrin Styles, Environmental Health Officer on the grounds of public safety. See <b>Appendix B</b>	
2	A visit to the premises was undertaken on 9 October 2024 following information received by Environmental Health. During the visit safety issues were identified concerning live and exposed electrical wiring and a damaged electrical installation structure. Following notification of the issues to the Premises Licence Holder, Cycle PS Ltd, they stated that they had no responsibility for repair and maintenance of the premises, and this was down to the leaseholder. This arrangement suggests that there is a lack of accountability for the state of the premises and the Premises Licence Holder is not able to ensure public safety is maintained.	

### Summary of Representations/Conditions Requested (Other Persons)

<b>Point Number</b>	<b>Detail</b>	<b>Action</b>
3	<b>Appendix G</b> – Newark Town Council – Supports the review of the premises licence at The Roaring Meg. Further information has been requested but nothing has been received.	

### Summary of Statutory Guidance Issued under s182 of The Licensing Act 2003

<b>Point Number</b>	<b>Detail</b>	<b>Action</b>
4	Pages 7-8, paragraph 2.8 – 2.15 – Public Nuisance	
5	Page 9, paragraph 2.17 – Maintenance and repair	
6	Pages 98 – 100 paragraph 11.16 – 11.23 – Powers of a licensing authority on the determination of a review	

Application for the review of a premises licence or club premises certificate under the  
Licensing Act 2003

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

Before completing this form please read the guidance notes at the end of the form.  
If you are completing this form by hand please write legibly in block capitals. In all cases ensure  
that your answers are inside the boxes and written in black ink. Use additional sheets if  
necessary.

You may wish to keep a copy of the completed form for your records.

I **Catrin Styles**

(Insert name of applicant)

apply for the review of a premises licence under section 51 of the Licensing Act 2003 for the  
premises described in Part 1 below

Part 1 – Premises or club premises details

Postal address of premises or, if none, ordnance survey map reference or description	
The Roaring Meg 117 Barnby Gate Newark Nottinghamshire	
Post town Newark	Post code (if known) NG23 1QZ

Name of premises licence holder or club holding club premises certificate (if known)
Cycle PS Limited 52 Cedar Drive Pinner HA5 4DE

Number of premises licence or club premises certificate (if known)
Premises licence number 002579

Part 2 - Applicant details

I am

Please tick ✓ yes

1) an individual, body or business which is not a responsible  
authority (please read guidance note 1, and complete (A)  
or (B) below)

2) a responsible authority (please complete (C) below)

3) a member of the club to which this application relates  
(please complete (A) below)

**(A) DETAILS OF INDIVIDUAL APPLICANT (fill in as applicable)**

Please tick ✓ yes

Mr  Mrs  Miss  Ms  Other title  
(for example, Rev)

**Surname**

**First names**

**I am 18 years old or over**

Please tick ✓ yes

**Current postal address if different from premises address**

**Post town**

**Post Code**

**Daytime contact telephone number**

**E-mail address (optional)**

**(B) DETAILS OF OTHER APPLICANT**

Name and address

Telephone number (if any)

E-mail address (optional)

**(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT**

Name and address  Environmental Health Newark & Sherwood District Council Castle House Great North Road Newark on Trent NG24 1BY
Telephone number (if any) 01636 655227
E-mail address (optional) catrin.styles@newark-sherwooddc.gov.uk

**This application to review relates to the following licensing objective(s)**

- Please tick one or more boxes
- 1) the prevention of crime and disorder
  - 2) public safety
  - 3) the prevention of public nuisance
  - 4) the protection of children from harm

**Please state the ground(s) for review (please read guidance note 2)**

Acting on information received, a visit to this public house was undertaken on 9 October 2024. During this visit safety issues were identified concerning live & exposed electrical wiring and a damaged electrical installation infrastructure.

The condition of this property was relayed to the legal consultant of Cycle PS Ltd, Mike Dotchon who responded via email with a copy of the freeholder lease agreement, citing the leaseholder as Joseph Delaney, being the person responsible for the entire building including the main structure and roof, and for compliance with all obligations under the Licensing Act 2003.

Cycle PS Ltd is licence holder and therefore has a responsibility to ensure the safety of persons using the premises. A premises licence holder who does not have the responsibility for repair and maintenance of the licenced premises and does not have any formal business relationship with the people who run the public house, means that they are unable to have any influence on the promotion of the public safety licencing objective.

As can be seen from the conditions found on 9 October 2024, this is not a satisfactory arrangement and has a negative impact on the promotion of the licencing objectives.



Please provide as much information as possible to support the application (please read guidance note 3)

Please see correspondence with the legal representative for the premises licence holder (Cycle PS Ltd.); premises leaseholder (Mr Joseph Delaney); Mr Paul Leningham who's understood to be and associate of Mr Joseph Delaney and alleged sub leaseholder (Mr Robert Hogg) . This correspondence includes:

1. Emails;
2. Freeholder's tenancy agreement with leaseholder;
3. Letter and enforcement notice; and
4. Digital images detailing the electrical defects.

On questioning the previous DPS (Steven George German), he advised that he was self-employed and paid people that worked for him out of the takings of the pub. He said that Mr Paul Leningham would also take a percentage of the takings. Steven didn't know who Mr Robert Hogg was nor did he know who Mr Joseph Delaney was although he said he'd heard the name. Steven said that he would deal with Mr Paul Leningham.

Mr Paul Leningham said that he acts 'like an area manager' for Mr Joe Delaney. Mr Paul Leningham doesn't communicate via email and all our communication have been via text message or phone call. Mr Paul Leningham has intermated that there is a sublease between Mr Joe Delaney and Mr Robert Hogg but has failed to provide a copy of this this lease for our investigation.

I have communicated via email to the email addresses provided for Mr Joseph Delaney and Mr Robert Hogg asking them to contact me to discuss the safety issues at the public house. However, neither have responded. I have called the phone numbers provided for these named individuals. The phone number provided for Mr Joseph Delaney is no longer valid and the phone number provided for Mr Robert Hogg rings out and nobody answers.

According to Mr Paul Leningham, he has carried out roof work on the outside of the building, and has patched the roof defect which led to the latest water ingress, prompting the safety visit. There is evidence to demonstrate that the leaseholder is not carrying out effective maintenance and repair of the public house, which is impacting on the safe use of the premises.

Cycle PS Ltd. through their legal representative has been asked to contact their leaseholder and provide up-to-date contact details for Mr Joseph Delaney and ask him to contact me to discuss the electrical safety issues. No response was received to this request by Cycle PS Ltd.

Reasonable inquiry has been made to communicate with the property leaseholder. However Mr Joseph Delaney is not responding to this inquiry.

It is not reasonable for a premises licence holder to transfer responsibility for maintenance and repair of a licenced premises to a third party as subsequently they do not have direct oversight and control to ensure public safety within the licenced premises. In addition, the complexities of this case concerning the leaseholder means that there is also a lack of accountability to maintenance and repair, and the structure of the premises is deteriorating as a result.

Please tick ✓ yes

Have you made an application for review relating to the premises before

If yes please state the date of that application

Day	Month	Year

**If you have made representations before relating to the premises please state what they were and when you made them**

Please tick ✓ yes

- I have sent copies of this form and enclosures to the responsible authorities and the premises licence holder or club holding the club premises certificate, as appropriate
- I understand that if I do not comply with the above requirements my application will be rejected

**IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION**

**Part 3 – Signatures** (please read guidance note 4)

**Signature of applicant or applicant’s solicitor or other duly authorised agent** (please read guidance note 5). **If signing on behalf of the applicant please state in what capacity.**

Signature

..... 

Date

..... 28 / 10 / 2024

Capacity

.....

**Contact name (where not previously given) and postal address for correspondence associated with this application** (please read guidance note 6)

**Post town**

**Post Code**

**Telephone number (if any)**

**If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)**

Catrin Styles

---

**From:** Catrin Styles  
**Sent:** 21 October 2024 11:33  
**To:**  
**Subject:** The Roaring Meg - Copy of correspondence to premises licence holder  
**Attachments:** 2024-10-21 Letter to Premises Licence holder - Roaring Meg.pdf; 2024-10-21 Roaring Meg - Scan Letter Notice and Photos.pdf  
  
**Categories:** Egress Switch: Unprotected

Dear Mike,

Please find attached a letter to the premises licence holder and freeholder of The Roaring Meg 117 Barnby Gate, NG24 1QZ. I have also included a copy of correspondence set to the premises leaseholder, Joseph Delaney, which includes an enforcement notice requiring him to make the dangerous electrics at the premises safe.

As discussed in the letter sent to premises licence holder, we will be making an application to the Licensing Authority requesting a review of the premises licence for The Roaring Meg, 117 Barnby Gate, NG24 1QZ.

Please contact me if you wish to discuss.

Kind regards

Catrin Styles  
Environmental Health Officer  
Public Protection  
Newark and Sherwood District Council

[www.newark-sherwooddc.gov.uk](http://www.newark-sherwooddc.gov.uk)

 [Chat with me in Teams](#)



Agenda  
Page 10

**From:** Catrin Styles  
**Sent:** Monday, October 14, 2024 2:36 PM  
**To:** 'Mike Dotchon'  
**Subject:** RE: The Roaring Meg - Health & Safety Issues

Mike,

struggling to get hold of your leaseholder Joseph Delaney, the telephone number that you provided in your email below fails.

I understand from the person you've identified below as the manager (Paul - [redacted]) that there is a sub leaseholder called Robert Hogg. I am trying to track down the lease between Joseph Delaney and Robert Hogg and I have emailed both parties requesting the lease.

Are you able to get in contact with your leaseholder Joseph Delaney, to pass on my details and ask him to get in contact with me? I'm in the process of serving a legal notice due to dangerous electrics at the premises and I need to speak with him directly.

Kind regards

Catrin Styles  
Environmental Health Officer  
Public Protection  
Newark and Sherwood District Council  
[redacted] (L [redacted])

[www.newark-sherwooddc.gov.uk](http://www.newark-sherwooddc.gov.uk)

[Chat with me in Teams](#)



From: Mike Dotchon <[redacted]>  
Sent: Monday, October 14, 2024 11:44 AM  
To: Catrin Styles <[redacted]>  
Cc: Martin <[redacted]>, David [redacted]; Zilan <[redacted]>; Angelina <[redacted]>  
Subject: Re: The Roaring Meg - Health & Safety Issues

[CAUTION: This email originated from outside of the organisation. Do not click on links or open attachments unless you recognise the sender and know the content is safe]

Good morning

Thank you for your reply.

The contact detail requested are: -

- Joseph Delaney - Tenant - [redacted]
- [redacted]
- Paul - Manager - [redacted]

Kind regards

Mike Dotchon

Legal Consultant

**SLS Property Services** . . .

Mobile  
Office 020 3588 8400

Office Address : 146-148 Newington Butts, London SE11 4RN

[www.slsproperties.co.uk](http://www.slsproperties.co.uk)

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message or files associated with this message is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Messages sent to and from us may be monitored.

Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Therefore, we do not accept responsibility for any errors or omissions that are present in this message; or any attachment, that have arisen as a result of email transmission. If verification is required, please request a hard copy version. Any views or opinions presented are solely those of the author and do not necessarily represent those of the individual or company.

SLS Property Services Ltd 07483779. Registered in England.

---

**From:** Catrin Styles <[redacted]>  
**Sent:** 14 October 2024 11:24 AM  
**To:** Mike Dotchon <[redacted]>  
**Subject:** RE: The Roaring Meg - Health & Safety issues

OFFICIAL

Mike,

Thank you for forwarding the lease through. Do you have a phone number and email contact for Mr Joe Delaney?

Kind regards

Agenda Page 14

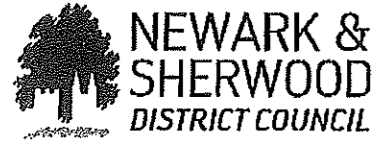
4

4

Catrin Styles  
Environmental Health Officer  
Public Protection  
Newark and Sherwood District Council  
☎ (L)

[www.newark-sherwooddc.gov.uk](http://www.newark-sherwooddc.gov.uk)

 Chat with me in Teams



From: Mike Dotchon  
Sent: Friday, October 11, 2024 12:19 PM  
To: Catrin Styles <[redacted]>  
Cc: Martin <[redacted]>; Zilan <[redacted]>; Fern <[redacted]>  
David <david@[redacted]>  
Subject: Re: The Roaring Meg - Health & Safety Issues

[CAUTION: This email originated from outside of the organisation. Do not click on links or open attachments unless you recognise the sender and know the content is safe]

Good afternoon

It was good to talk to you this morning to obtain details of the Council's concerns.

To clarify our position, the Roaring Meg is let to Joseph Delaney under an FRI Lease, a copy of which is attached. He has been in situ since 13<sup>th</sup> October 2021.

You will note that he is responsible for the entire building including the main structure and roof, and for compliance with all obligations under the Licensing Act 2003.

Your concerns about the state of the roof and water ingress have been reported to our office in any event.

Kind regards

Mike Dotchon

Legal Consultant for Cycle PS Limited

LS Property Services

Mobile  
Office 020 3588 8400

Office Address : 146-148 Newington Butts, London SE11 4RN

Agenda Page 15

[www.slsproperties.co.uk](http://www.slsproperties.co.uk)

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message or files associated with this message is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Messages sent to and from us may be monitored.

Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Therefore, we do not accept responsibility for any errors or omissions that are present in this message, or any attachment, that have arisen as a result of email transmission. If verification is required, please request a hard copy version. Any views or opinions presented are solely those of the author and do not necessarily represent those of the individual or company.

SLS Property Services Ltd 07483779. Registered in England.





DATED 13<sup>TH</sup> OCTOBER, 2021

LEASE

relating to

THE ROARING MEG, 117 BARNBY GATE, NEWARK,  
NOTTINGHAMSHIRE NG24 1QZ

between

CYCLE PS LIMITED (1)

and

JOSEPH DELANEY (2)

**CONTENTS**

**CLAUSE**

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

LR1. Date of Lease

13<sup>TH</sup> OCTOBER, 2021

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NT302014

LR2.2 Other title numbers

None

LR3. Parties to this Lease

Landlord

CYCLE PS LIMITED Incorporated and registered in England and Wales with company number 08444274 whose registered office is at 52 Cedar Drive, Pinner HA5 4DE.

Tenant

JOSEPH DELANEY of

Other parties

Guarantor

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail

See the definition of "Property" in Clause 1.1 in this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003

Not applicable.

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

Not applicable.

LR6. Term for which the Property is leased

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

<u>LR7. Premium</u>	None.
<u>LR8. Prohibitions or restrictions on disposing of this lease</u>	This lease contains a provision that prohibits or restricts dispositions.
<u>LR9. Rights of Acquisition</u>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None.</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
<u>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</u>	None
<u>LR11. Easements</u>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements as specified in Clause 3 in this lease.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements as specified in Clause 4 in this lease.</p>
<u>LR12. Estate rentcharge burdening the Property</u>	None
<u>LR13. Application for standard form of restriction</u>	None
<u>LR14. Declaration of trust where there is more than one person comprising the Tenant</u>	None

THIS LEASE is dated 13<sup>TH</sup> OCTOBER, 2021

**PARTIES**

- (1) **CYCLE PS LIMITED** incorporated and registered in England and Wales with company number 08444274 whose registered office is at 52 Cedar Drive, Pinner HA5 4DE. ('Landlord')
- (2) **JOSEPH DELANEY** of ..... ('Tenant')

**BACKGROUND.**

- (A) The Landlord is the freehold owner of the Property
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

**AGREED TERMS**

**1. INTERPRETATION**

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

**Annual Rent:** from and including the Rent Commencement Date at a rate of £2,000.00 (two thousand pounds) per calendar month until the first Rent Review Date and then as revised pursuant to this lease.

**Break Date:** The third anniversary of the date of this lease

**Break Notice:** Notice to terminate this lease

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

**Contractual Term:** a term of 6 years and 11 months beginning on, and including 1<sup>ST</sup> NOVEMBER, 2021 and ending on, and including 30 SEPTEMBER, 2028.

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

**EPB Regulations:** the Energy Performance of Buildings (England and Wales) Regulations 2012.

**EPC:** An Energy Performance Certificate and Recommendation Report (as defined by the EPB Regulations).

**Excluded Insurance Items:** any tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.

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

- (a) the Property, other than any Excluded Insurance Items, for its full reinstatement cost (taking inflation of Property 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, terrorism, civil commotion and any other risks against which the Landlord decides to insure against from time to time.

**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.

**The Inventory:** The Inventory' means the following:

- (i) the items listed in the photographic inventory (if any) annexed to the Lease; or
- (ii) (if none) the Landlord's and/or Tenant's trade fixtures and fittings and trade equipment at the Premises now, during or at the end of the Term; and
- (iii) any other goods and effects used in connection with the business at the Premises; and
- (iv) any other Landlord and/or Tenant's trade fixtures and fittings and/or other such goods and effects replacing or added to them during or at the end of the Term.

**Management Fee:** means the annual fee of £250.00 charged by the Landlord.

**Permitted Use:** means a public house licensed for the sale by retail of alcoholic drinks and the ancillary provision of food and other refreshment and recreation for the public within Classes Sui Generis/E(b) of the Town and Country Planning (Use Classes) Order 1987 (as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020) and the upstairs accommodation for residential occupation by the Tenant and use by guests.

**Plan:** means the Plan annexed to this Lease.

**Property:** The Roaring Meg, 117 Barnby Gate, Newark, Nottinghamshire NG 24 1QZ shown edged red on the Plan and being the entire property within Title Number NT302014.

**Rent Commencement Date:** 1<sup>ST</sup> NOVEMBER, 2021.

**Rent Payment Dates:** the 1<sup>ST</sup> day of each month.

**Review Dates:** the third and sixth anniversaries of this Lease.

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

**Third Party Rights:** all rights, agreements, provisions, covenants and restrictions affecting the Property in Title Number NT302014 so far as the same are still subsisting capable of taking effect and relate to the Property.

**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 this 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 a reference 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 The expression **neighbouring property** does not include the Property.



- 1.8 A reference to the **term** is to the Contractual Term and any agreed or statutory continuation of this lease.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 36 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 36.5.
- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- 1.15 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.
- 1.16 A **person** includes a corporate or unincorporated body.
- 1.17 References to **writing** or **written** includes faxes and email.
- 1.18 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.
- 1.19 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

## 2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent;
  - (b) the Insurance Rent;
  - (c) the Management Fee;
  - (d) all interest payable under this lease; and
  - (e) all other sums due under this lease.

## 3. ANCILLARY RIGHTS

- 3.1 Except as mentioned in clause 3, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

## 4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**):
- (a) rights of light, air, support and protection as 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 are installed during the term;
  - (c) the right to develop any neighbouring property (whether or not belonging to the Landlord);
  - (d) the right to build on or into any boundary of the Property;
  - (e) the right to re-route and replace any Service Media over which the Rights mentioned in clause 4 are exercised;
  - (f) the right to erect scaffolding at the Property or otherwise at the Property and attach it to the Property in connection with any of the other Reservations;

(g) the right to enter the Property:

- (i) to repair, maintain, install, construct, re-route or replace any Service Media or structure relevant to any of the other Reservations or if no appropriate services are situated at the Property to install such Service Media as may be necessary for the proper operation of any dispensing equipment from time to time at the Property; or
- (ii) in order to carry out any works to any part of the Property; or
- (iii) for any other purpose mentioned in this lease; or
- (iv) for any other purpose connected with this lease or with the Landlord's interest in the Property or any neighbouring property.

4.2 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.

4.3 The Reservations may be exercised notwithstanding that any works carried out in connection with the exercise of them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property but not, in any event, so that the ability of the Tenant or other authorised occupier of the Property to use the Property for the Permitted Use is materially adversely affected.

4.4 The Reservations mentioned in clause 4.1 apply to Service Media in existence at the date of this lease and to any that are installed or constructed during the period of 80 years from the date hereof.

4.5 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.

4.6 No one 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 the 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 liability being excluded.

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

## 7. REVIEW OF THE ANNUAL RENT

- 7.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7.
- 7.2 The amount of Annual Rent shall be reviewed from the Review Dates to the greater of:
- (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); and
  - (b) the open market rent agreed or determined pursuant to this clause.
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent at which the Property could reasonably be expected to be let:

- 18
- (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:

- 18
- (a) the Property is available to let in the open market:
    - (i) by a willing lessor to a willing lessee (which may be the Tenant);
    - (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 Review Date; and
    - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent
  - (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date to reflect the need to fit out 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 Tenant has fully complied with its 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 the rental value of the Property;
  - (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 and predecessor of 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 before or after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
  - (d) any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
  - (e) any statutory restriction on rents or the right to recover them.
- 7.7 The Landlord and the Tenant may appoint an independent valuer at any time before either of them applies to the President for an independent valuer to be appointed. The Landlord or the Tenant may apply to the President for an independent valuer to be appointed at any time after the date which is three months before the relevant Review Date. The independent valuer shall be an associate or fellow of the Royal Institution of Chartered Surveyors.
- 7.8 The Surveyor shall act as an expert and not as an arbitrator.
- 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.
- 7.10 If the Surveyor dies, delays or becomes unwilling or incapable of acting, 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 incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and

expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

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

- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
- (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

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

7.14 No guarantor shall 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 8.1, the Landlord shall keep the Property (other than any Excluded Insurance Items 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 Property 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 and the exercise of the Rights by the Tenant;
  - (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 Excluded Insurance Items 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 Excluded Insurance Items) 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) in connection with any damage to the Property to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property (as the case may be). 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 an Insured Risk so as to make the Property unfit for occupation and use, then, unless the policy of insurance in relation to the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at 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 been reinstated so as to make the Property 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 Excluded Insurance Items) shall belong to the Landlord.
9. **RATES AND TAXES**
- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

9.2 If any such 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 total.

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

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 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. VAT

11.1 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.

11.2 Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.

#### 12. DEFAULT INTEREST AND INTEREST

12.1 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

24

Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

24

12.2 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.

**13. COSTS**

13.1 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;
- (e) any consent or approval applied for under this lease, whether or not it is granted;
- (f) the recovery of arrears of rent, interest and any other sums due from the Tenant under this Lease; and
- (g) the provision of information or documents to the tenant and administration and management associated with the Lease.

13.2 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.

13.3 The Tenant shall pay administration fees to the Landlord of £100.00 for every invoice for sums due under this Lease which remains unpaid for 21 days.

**14. COMPENSATION ON VACATING**

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

14.2 This Lease is not granted pursuant to an agreement for lease.

**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 all or any of the following conditions:

- (a) a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:
  - (i) is in respect of all the tenant covenants of this lease;
  - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
  - (iii) imposes principal debtor liability on the assignor (and any former tenant);
  - (iv) requires (in the event of a disclaimer of liability 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
  - (v) is otherwise in a form reasonably required by the Landlord,

- (b) a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in such form as the Landlord may reasonably require).

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. UNDERLETTINGS

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

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

17.3 The Tenant shall not underlet the Property:

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

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

- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the 1954 Act are excluded from applying to the tenancy created by the underlease;
- (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 17.3(c);
- (c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;
- (d) a covenant by the undertenant not to underlet the whole or part of the Property;

- (e) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- (f) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

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

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

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

#### 18. CHARGING

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

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

#### 19. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, 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).

#### 20. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

20.1 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.

20.2 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).

20.3 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 £50 (plus VAT).

20.4 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.

## 21. TENANT'S COVENANTS FOR REPAIR

21.1 The Tenant shall well and substantially repair maintain and clean the Property and keep the Property clean and tidy and in good repair and condition.

21.2 The Tenant shall keep the Inventory clean, hygienic and in good repair and ensure that it complies with Health and Safety Regulations.

21.3 The Tenant must have all gas and electrical equipment upon the Premises regularly safety checked and on the occasion of each safety check and at the time of purchase of any second hand items, must obtain a certificate from a recognised body or person qualified and insured to inspect and repair such equipment, certifying its safety and compliance with Health and Safety Regulations.

- 21.4 The Tenant must replace any Landlord's fixtures and fittings in the Property that are beyond repair at any time during or at the end of the Term.
- 21.5 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 7.2.
- 21.6 The Tenant shall clean the inside and outside of all windows at the Property as often as is necessary.
- 21.7 The Tenant shall replace any plate glass or other window that becomes cracked or broken as soon as possible.
- 21.8 The Tenant must keep any part of the Premises that is not built on ('the Open Land') adequately surfaced, in good condition and free from weeds and must keep all landscaped areas properly cultivated.
- (a) The Tenant must not store anything on the Open Land or bring anything onto it that is or might become untidy, unclean, unsightly or in any way detrimental to the Premises or the area generally.
  - (b) The Tenant must not deposit any waste, rubbish or refuse on the Open Land.
  - (c) The Tenant must not keep or store any caravan or movable dwelling on the Open Land.
- 21.9 The Tenant shall not do anything which would or might cause any Contamination of the Premises or any other property or of any controlled water (as that expression is defined in the Water Resources Act 1991).
- 21.10 The Tenant shall notify the Landlord immediately and in writing of any Contamination found at or emanating from the Premises.
- 21.11 The Tenant shall carry out with all requisite speed any work which is required to remediate any contamination caused by the Tenant and indemnify the Landlord against the cost of so doing.



21.12 The Tenant is the "the duty-holder" as defined in regulation 4(1) of the Control of Asbestos Regulations 2012 ("CAR 2012") and is responsible for carrying out any repair and maintenance works required to satisfy the obligations under the CAR 2012. The Tenant is responsible for ensuring that the Property complies with all aspects of the CAR 2012 and must indemnify the Landlord against all costs, claims, demands or liabilities of whatever nature or howsoever arising out of any failure on the Tenant's part to comply in full with the CAR 2012. Upon demand the Tenant must supply the Landlord with any documents (or other evidence) required to show the Tenant has complied with the obligations under the CAR 2012.

**22. DECORATION**

- 22.1 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.
- 22.2 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.
- 22.3 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.

**23. ALTERATIONS**

- 23.1 Except as permitted by clause 23, the Tenant must not make any:
  - (a) external or structural alteration or addition to the Property; or
  - (b) opening in any boundary of the Property.
- 23.2 Subject to clause 23.6, the Tenant must not make any internal non-structural alteration to the Property without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 23.3 The Tenant must not make any alterations to the front of the Property without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 23.4 Subject to clause 23.6, the Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Property provided that:
  - (a) those alterations are reasonably required in connection with any works permitted under this clause 23;

- (b) those alterations do not adversely impact on the structural integrity of the Property; and
- (c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

23.5 Subject to clause 23.6, the Tenant must not install any Service Media at the Property nor alter the route of any Service Media at the Property without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

23.6 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

#### 24. SIGNS

24.1 The Tenant must not, without the consent of the Landlord, fix to or exhibit on the outside of the Property, or fix to or exhibit through any window of the Property, or display anywhere on the Property, any placard, sign, notice, fascia board or advertisement (**Signs**) other than a sign showing the Tenant's trading name and unobjectionable and inoffensive trade signs or notices which are necessary or usual for the trade or business of the Tenant so long as (in the case of those mentioned on the inside of the windows) the aggregate area of such signs or notices does not exceed ten per cent (10%) of the internal surface area of any such window.

24.2 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.

#### 25. RETURNING THE PROPERTY TO THE LANDLORD

25.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

25.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items, including any Signs, it has fixed to the Property, remove any alterations it has made to the Property (except to the extent that such removal would leave the Property insecure) and make good any damage caused to the Property by that removal.

25.3 At the end of the term, the Tenant shall remove from the Property all fittings and chattels belonging to or used by it and all stock (whether or not belonging to it).

- 25.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any fittings, chattels, stock 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.
- 25.5 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.
26. USE
- 26.1 The Tenant shall not use the Property for any purpose other than the Permitted Use
- 26.2 The Tenant shall not leave any refuse outside the Property except at such times and in such manner as accord with the arrangements for the collection of refuse from the Property by the local authority.
- 26.3 The Tenant shall load and unload goods only at such times as accord with any by laws or parking restrictions imposed by the local authority.
- 26.4 The Tenant shall not allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Property or any neighbouring property.
- 26.5 The Tenant shall not use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Property or of any neighbouring property.
- 26.6 The Tenant shall not overload any structural part of the Property nor any Service Media at or serving the Property.
- 26.7 The Tenant shall store goods in accordance with the manufacturer's recommendations.
- 26.8 The Tenant must not remove any of the Landlord's fixtures and fittings and/or any item on the Inventory either temporarily or permanently without the Landlord's written consent.

26.9 The Tenant shall not change the name of the Property without the Landlord's consent.

26.10 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any neighbouring property.

**27. COMPLIANCE WITH LAWS**

27.1 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 sale and supply of alcohol, food hygiene, weights and measures, trades descriptions, equality and disability discrimination and all other relevant statutory obligations;
- (c) the use of all Service Media and machinery and equipment at or serving the Property;
- (d) any works carried out at the Property; and
- (e) all materials kept at or disposed from the Property.

27.2 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.

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

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

27.4 The Tenant shall not apply for planning permission for the Property without the Landlord's consent.

27.5 The Tenant shall not carry out any works at the Property in respect of which the CDM Regulations apply without the consent of the Landlord. Such consent is not to be unreasonably withheld in the case of works in respect of which the Landlord is not otherwise to withhold its consent unreasonably or which the Tenant is obliged to carry out under the terms of this lease.

- 27.6 The Tenant shall supply the Landlord with all documents relating to the Property that are required under the CDM Regulations to be kept in the health and safety file for the Property.
- 27.7 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 Property 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.
- 27.8 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
- 27.9 The Tenant shall not obstruct the access to any fire equipment or the means of escape from the Property or lock any fire door while the Property is occupied.
- 27.10 The Tenant must not permit any oil or grease or any deleterious, objectionable, dangerous, poisonous or explosive matter or substance to be discharged into any of the Conduits, and must take all reasonable measures to ensure that any effluent discharged into the Conduits does not harm the environment, or corrode or otherwise harm the Conduits or cause obstruction or deposit in them.
- 28. **ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 28.1 The Tenant shall not grant any right or licence over the Property to a third person.
- 28.2 If any person 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.
- 28.3 The Tenant shall not obstruct the flow of light or air to the Property.
- 28.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property.



28.5 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.

**29. REMEDY BREACHES**

29.1 The Landlord may enter the Property to inspect its condition and state of repair upon giving reasonable notice except in the case of an emergency 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.

29.2 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.

29.3 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.

29.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 32.

**30. 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 or any other part of the Property with the actual or implied authority of any of them.

**31. 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.

**32. CONDITION FOR RE-ENTRY**

32.1 The Landlord may re-enter the Property at any time after any of the following occurs:

- (a) any rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition, or tenant covenant, in this lease;
- (c) where the Tenant or any guarantor is a corporation,
  - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
  - (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant or guarantor; or
  - (iii) the 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.

32.2 If the Landlord re-enters the Property 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.

**33. LIABILITY**

33.1 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.

33.2 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.

33.3 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.

**34. BREAK CLAUSE**

34.1 The Tenant may terminate this lease on the Break Date by serving the Break Notice on the Landlord at least six months before the Break Date stated in the Break Notice.

34.2 The right to serve Break Notice is personal to the Tenant.

34.3 The Break Notice shall have no effect if at the Break Date stated in the Break Notice:

- (a) the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid;
- (b) vacant possession of the whole of the Property is not given;
- (c) there is a subsisting breach of any of the tenant covenants of this lease expressed to be complied with before the end of the term.

38.4 Time shall be of the essence in the operation of this clause.

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

35.1 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.

35.2 The Tenant acknowledges that in entering into this lease it has not relied on nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.

35.3 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.

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

**36. NOTICES, CONSENTS AND APPROVALS**

36.1 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.

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

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

36.4 Where the consent of the Landlord is required under this lease, 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.

36.5 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.

36.6 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.

### 37. ENERGY PERFORMANCE CERTIFICATES

37.1 The Tenant must not obtain or commission an EPC in respect of the Property unless required to do so by the EPB Regulations. If the Tenant is required to obtain an EPC, the Tenant must (at the Landlord's option) obtain an EPC from an assessor approved by the Landlord or pay the Landlord's reasonable costs of obtaining an EPC for the Property.

37.2 The Tenant must cooperate with the Landlord, so far as is reasonably necessary, to allow the Landlord to obtain an EPC for the Property and

- (a) provide the Landlord (at the Landlord's cost) with copies of any plans or other information held by the Tenant that would assist in obtaining that EPC, and
- (b) allow such access to the Property to any energy assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing any EPC.

37.3 The Tenant must give the Landlord written details on request of the unique reference number of any EPC the Tenant obtains or commissions in respect of the Property.

37.4 The Landlord must give the Tenant written details on request of the unique reference number of any EPC the Landlord obtains or commissions in respect of the Property.

### 38. GOVERNING LAW AND JURISDICTION

38.1 This lease shall be governed by and construed in accordance with the law of England and Wales.

38.2 The Landlord, the Tenant, and any guarantor irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any

claim or matter arising under or in connection with this lease or the legal relationships established by it.

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

No term of this lease shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

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

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

41. **TRADE INFORMATION AND ACCOUNTS**

The Tenant agrees that no trading figures whatsoever relating to current or previous turnover, perceived turnover, anticipated trade, historical accounts or hearsay from previous tenants are warranted, suggested or inferred, have been supplied by the Landlord.

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 **CYCLE PS LIMITED** acting by **MARTIN BAYNTUN** (a director) in the presence of:

Director

Witness sign .....  
Print Name **ALEX WITTEK**  
Address : ..... RD  
.....

Executed as a deed by **JOSEPH DELANEY** in the presence of:

Witness sign .....  
Print Name .....  
Address .....





Newark & Sherwood District Council  
Castle House  
Great North Road  
Newark  
NG24 1BY

[www.newark-sherwooddc.gov.uk](http://www.newark-sherwooddc.gov.uk)

Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Your Ref:  
Our Ref: 24/03126/HSGEN

21<sup>st</sup> October 2024

Cycle PS Limited  
52 Cedar Drive  
Pinner  
HA5 4DE  
FAO: Martin Bayntun, Director

Dear Sir,

The Roaring Meg, 117 Barnby Gate, NG24 1QZ

**Health and Safety At Work Etc. Act 1974  
Licensing Act 2003**

I write with reference to a complaint received by Newark and Sherwood District Council regarding unsafe conditions for the public and employees following significant water ingress into the The Roaring Meg, 117 Barnby Gate, NG24 1QZ

A visit to the property was carried out on the 9<sup>th</sup> October. During this visit safety issues were identified concerning live and exposed electrical wiring and damaged electrical installation infrastructure.

The condition of this property was relayed to Cycle PS Ltd's legal consultant Mike Dotchon who responded via email with a copy of the freeholder lease agreement, citing the leaseholder Joseph Delaney as the person responsible for the entire building including the main structure and roof, and for compliance with all obligations under the Licensing Act 2003.

Steven George German is listed as the designated premises supervisor (DPS) on the premises licence, and he has formally relinquished his role as DPS for the Roaring Meg, 117 Barnby Gate.

I have requested Mr Joseph Delaney's contact details from Mr Paul Lenigham, who I understand to be Mr Joseph Delaney associate. Mr Lenigham was present during the inspection on the 9<sup>th</sup> October. This request has not been actioned and Joseph Delaney, despite a request (via Mr Paul Lenigham) for him to get in contact with me, has not done so.

An improvement notice under the Health and Safety at Work Etc. Act 1974, to maintain and make the electrical system safe, has been served on Mr Joe Delaney at the address he provided on the leaseholders' agreement. A copy of which is enclosed with this letter.

Cycle PS Ltd is licence holder and therefore has a responsibility to ensure the safety of persons using the premises and promotion of the four licencing objectives. A premises licence holder who does not have the responsibility for repair and maintenance of the licenced premises, means that they cannot promote public safety licencing objective.

As can be seen from the current situation, this is not satisfactory and has a negative impact on the promotion of the Public Safety licencing objective. As a result, and as part of our responsible authority role, we will be submitting an application requesting a review of the premises licence.

Yours faithfully

Catrin Styles  
**Environmental Health Officer**  
**Public Protection**

Encl. Copy Leaseholder Letter, Improvement Notice reference 24/00050/HASAW  
Photo Insert of electrical defects.

Cc. Mike Dotchon



Newark & Sherwood District Council  
Castle House  
Great North Road  
Newark  
NG24 1BY

www.newark-sherwooddc.gov.uk

Joseph Delaney  
Mashbury Hall,  
Mashbury,  
Chelmsford,  
Essex,  
CM1 4TF

Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Our Ref: 24/03126/HSGEN

21/10/2024

Dear Sir,

**Improvement Notice - The Roaring Meg 117 Barnby Gate, NG24 1QZ**  
**Health and Safety at Work etc Act 1974 and Associated Legislation**

I refer to my visit to the above premises on 9<sup>th</sup> October 2024 accompanied by your associate Mr Paul Lenigham. The visit occurred after a complaint to the Council concerning unsafe conditions for the public and employees, following significant water ingress into the premises known as The Roaring Meg, 117 Barnby Gate, NG24 1QZ.

A number of electrical defects were identified during my visit. These are illustrated in a photo insert accompanying this letter and legal notice. Please note the premises will have more defects than those listed and their presence, illustrates that the electrical system has not been adequately constructed and/or maintained. A full electrical installation inspection is required, to comprehensively identify the electrical issues with your system.

A review of the tenancy contract for 117 Barnby Gate, NG24 1QZ, provided by the freeholder Cycle PS Ltd., has identified you as the leaseholder and therefore the person who is responsible for the maintenance and repair of the entire building including the main structure and roof.

Please find enclosed an enforcement notice reference **24/00050/HASAW**. The works required by this legal notice must be complied with in the timescales specified on the notice. Please refer to the Schedule that forms part of this Notice. This schedule provides details as to what is required to comply.

Should you require an extension to an improvement notice time period, an extension may be granted at my discretion, subject to you applying in writing, before the expiry date of the notices and providing me with a full explanation as to why an extension is required.

Section 28 of Health and Safety at Work etc Act 1974 requires me to ensure that your employees are adequately informed about matters affecting their health and safety at work. I have therefore sent a second copy of the improvement notice to the premises to which it relates.



Please refer to the NOTES on the back of the enforcement notice for details on how to appeal against the enforcement notice. Any appeal must be made within 21 days from the service of the notice.

A copy of this letter, improvement notice, and photos have been provided to the premises freeholder Cycle PS Ltd.


Please do not hesitate to contact me if you have any queries in relation to the matters raised. In addition, further health and safety information and details of the services we provide is available on our website at [www.nottinghamcity.gov.uk/hsw](http://www.nottinghamcity.gov.uk/hsw).

Yours faithfully,

Catrin Styles  
**Environmental Health Officer**  
**Public Protection**

Encl. Improvement Notice reference 24/00050/HASAW  
Insert with photos of electrical defects.  
Cc. Emailed to Joseph Delaney



<b>Notice</b>	Health and Safety at Work etc. Act 1974, Sections 21, 23 and 24 <b>Improvement Notice</b>
<b>Recipient</b>	Name <b>Joseph Delaney</b> Address
<b>Trading as</b>	<b>The Roaring Meg, 117 Barnby Gate, Newark, Nottinghamshire, NG23 1QZ</b>
<b>Authorised Officer</b>	<b>Catrin Styles</b> being an Inspector appointed by an instrument in writing made pursuant to Section 19 of the said Health and Safety at Work Act 1974 and entitled to issue this notice.
<b>Location</b>	I hereby give you notice that I am of the opinion that at: <b>117 Barnby Gate, Newark, Nottinghamshire, NG23 1QZ</b>
<b>Duty Holder</b>	You as an [ <del>employer / self-employed person /</del> person wholly or partly in control of the premises / other (capacity of duty-holder)]
<b>Statutory Contravention(s)</b>	<del>are contravening / have contravened in circumstances that make it likely that the contravention will continue or be repeated</del> the following statutory provisions: <b>Section 4, Health and Safety at Work etc. Act 1974</b> <b>Regulation 4 (2), The Electricity at Work Regulations 1989</b>
<b>Reasons</b>	The reasons for my said opinion are: <b>There were live electrical connections that were exposed and not adequately insulated. These defects demonstrated electrical system is not maintained to prevent danger.</b>
<b>Date for Compliance</b>	I hereby require you to remedy the said contraventions or, as the case may be, the matters occasioning them by <b>12<sup>th</sup> November 2024</b> .
<b>Requirements</b>	And I direct that the measures specified in the Schedule that form part of this Notice shall be taken to remedy the said contraventions or matters.
<b>Other Recipients</b>	<del>[An Improvement Notice is also being served on [Name of Duty holder also served] of [Address of other duty holder] related to the matter contained in this notice.]</del>
<b>Register</b>	This is a relevant notice for the purposes of the Environment and Safety Information Act, 1988 <b>Yes / No</b> This page will form the register entry only.
<b>Officer</b>	Signature: [Signature of Authorised Officer]   Name: <b>Catrin Styles</b> <b>Environmental Health Officer</b>  Date: <b>21<sup>st</sup> October 2024</b> Contact address: Castle House Great North Road, Newark, NG24 1BY Email: Telephone:

## Notes

1. Failure to comply with this Improvement Notice is an offence as provided by section 33(1)(g) of the Health and Safety at Work etc. Act 1974, and section 33(2) and Schedule 3A of this Act renders the offender liable on summary conviction to imprisonment for a term not exceeding 12 months in England and Wales, or to a fine, or both, or, on conviction on indictment, to imprisonment for a term not exceeding 2 years, or a fine, or both.

2. An Inspector has power to withdraw an Improvement Notice, or extend the period specified in the notice, before the end of the period specified in it. If you wish this to be considered, you should apply to the Inspector who issued the notice, but you must do so before the end of the period given in it. Such an application is not an appeal against this notice.

3. The issue of this notice does not relieve you of any legal liability for failing to comply with any statutory provisions referred to in the notice or to perform any other statutory or common law duty resting on you.

4. You can appeal against this notice to an Employment Tribunal. Details of the method of making an appeal can be found on the GOV.UK website at <https://www.gov.uk/employment-tribunals/make-a-claim>. An appeal can either be submitted online at the above website address, or by downloading form ET1 and posting it to either the Employment Tribunal Central Office (England and Wales), PO Box 10218, Leicester, LE1 8EG; or Employment Tribunal Central Office (Scotland), PO Box 27105, Glasgow, G2 9JR.

If you do not have access to the Internet, contact the person who issued the Notice and ask to be supplied with a hard copy of form ET1 and guidance T420: Making a claim to an Employment Tribunal.

**Time limit for appeal**

A notice of appeal must be presented to the Employment Tribunal within 21 days from the date of service on the appellant of the Notice, or Notices, appealed against, or within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the notice of appeal to be presented within the period of 21 days.

The entering of an appeal suspends the Improvement Notice until the appeal has been determined or withdrawn, but does not automatically alter the date given in this notice by which the matters contained in it must be remedied.

The rules for the hearing of an appeal are given in the Employment Tribunals (Constitution and Rules of Procedure) Regulations 2013 (SI 2013 No. 1237).

**Public availability of information on all enforcement notices**

1. The Local Authority, for its own purposes, records and monitors trends in the enforcement action it takes, and in the convictions and penalties imposed by the courts. It is the Local Authority's policy that this information should be brought to the public's attention, where appropriate. The Local Authority also has a statutory obligation under the Environment and Safety Information Act 1988 to maintain a public register of certain notices. Details from this notice will therefore be kept on the Local Authority's Public Register of notices.

2. Information on a notice will not be entered onto the register until after the right of appeal against the notice has expired. Where a notice is withdrawn or cancelled on appeal no entry will be made. Entries relating to notices served on individuals will be kept on the register for a period of five years from the date of issue. Notices served on individuals under the age of 18 will be removed sooner.

3. Information will be withheld where, in the Local Authority's belief, its disclosure would:

- Cause harm or prejudice, or
- Be in breach of the law.

4. Personal information is dealt with in accordance with the Data Protection Act 2018. Where disclosure of personal information would be incompatible with the Act it will not be included on the database.

5. If you are not satisfied with the information contained in the entry you have a further right to appeal to the Local Authority in the first instance.

## Advice

If you do not understand the contents of this notice or would like to know more about it, please contact the local authority. If you would like to receive independent advice about the contents of this notice, your rights and obligations then please contact Citizens Advice, a Housing Aid Centre, Law Centre or solicitor.



Notice

Health and Safety at Work etc. Act 1974, Sections 21, 23 and 24

Improvement Notice

Schedule

To comply with this Notice you should carry out the following:

1. All electrical wiring and equipment of the electrical system at your site should be inspected and tested by a competent and suitably qualified person and any necessary work must be carried out to bring the electrical installation into compliance with the requirements of the law. Redundant electrical systems, wiring and equipment which could present a danger, should be removed by a competent and suitably qualified person.

AND

2. The competent person must produce an Electrical Installation Conditions Report (EICR) for the electrical system on the premises.

AND

3. You must rectify category 1 and 2 (C1 and C2) defects identified in the electrical conditions report.

OR

4. Any other equally effective measures to remedy the said contraventions.

Guidance (this information does not form part of the schedule)

*The Requirements for Electrical Installations 18th Edition – British Standard 7671:2008, published by the BSI and the Institution of Electrical Engineers is a code of practice which also provides guidance on acceptable standards for electrical installations.*

*Guidance on the Electricity at Work Regulations 1989 is contained in the "The Electricity at Work Regulations 1989 – Guidance on Regulations" (Booklet HS(R)25) published by the Health and Safety Executive.*

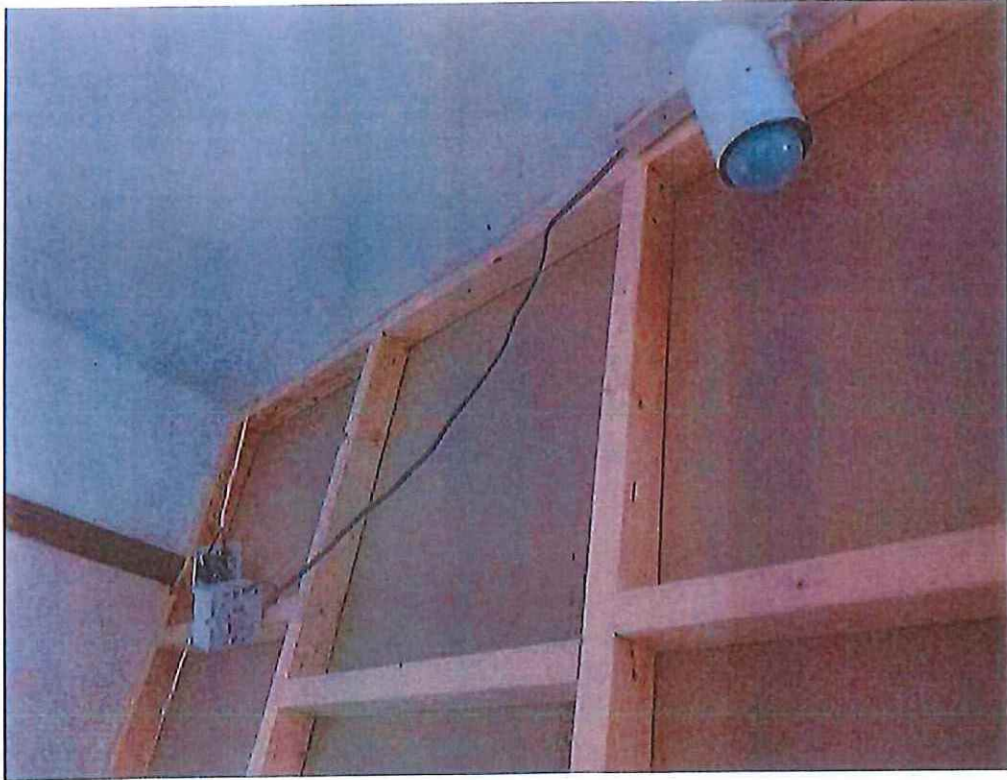
*Guidance on Portable Appliance Testing is contained in 'Maintaining portable transportable electrical equipment' (HSG 107) and 'Code of practice for in-service inspection and testing of electrical equipment' (The Institution of Electrical Engineers).*

HSE Books: 01787 881165 - <http://books.hse.gov.uk/hse/public/home.jsf>

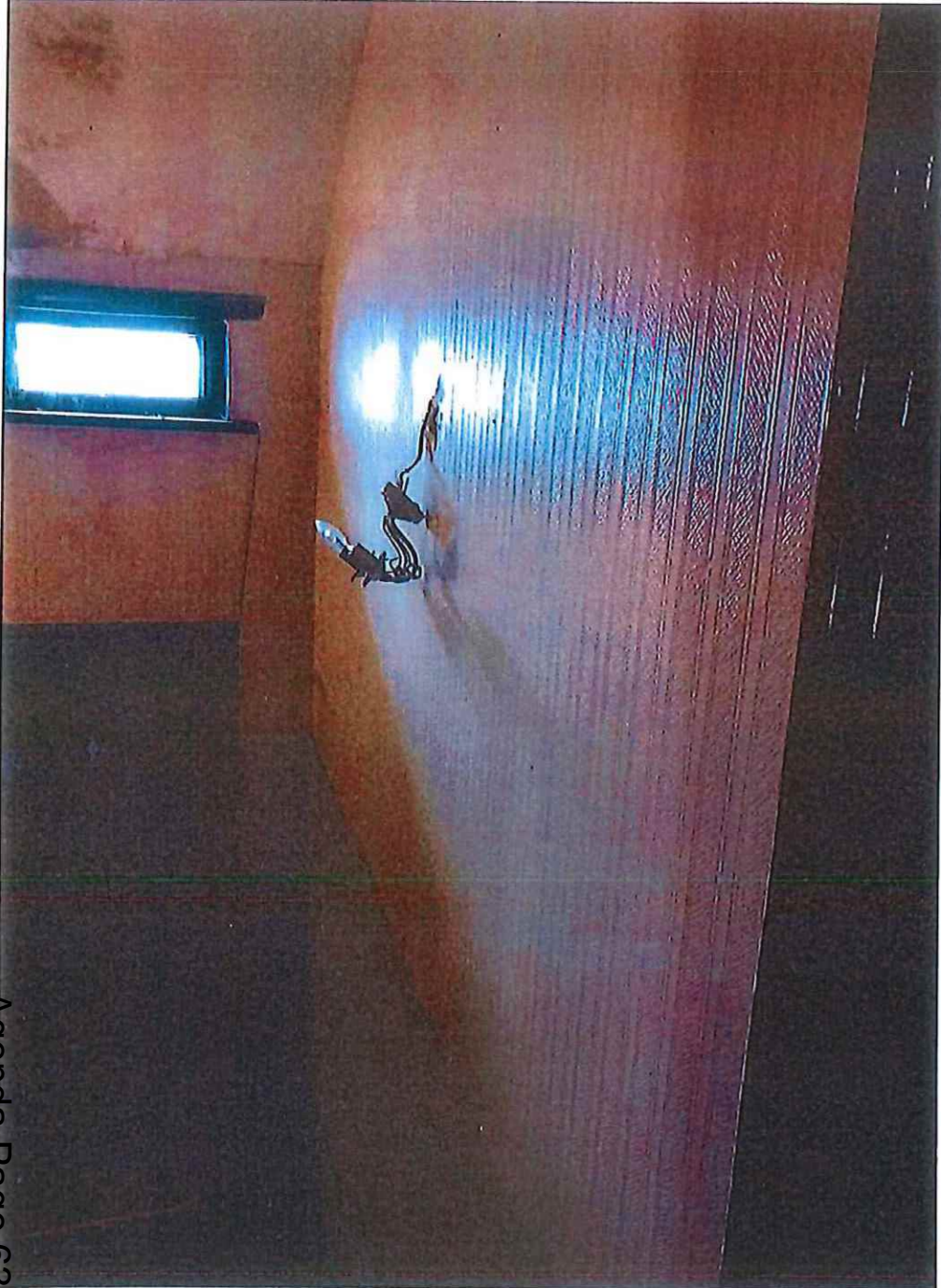
HSE contact information - <http://www.hse.gov.uk/contact/>

•  
•  
•

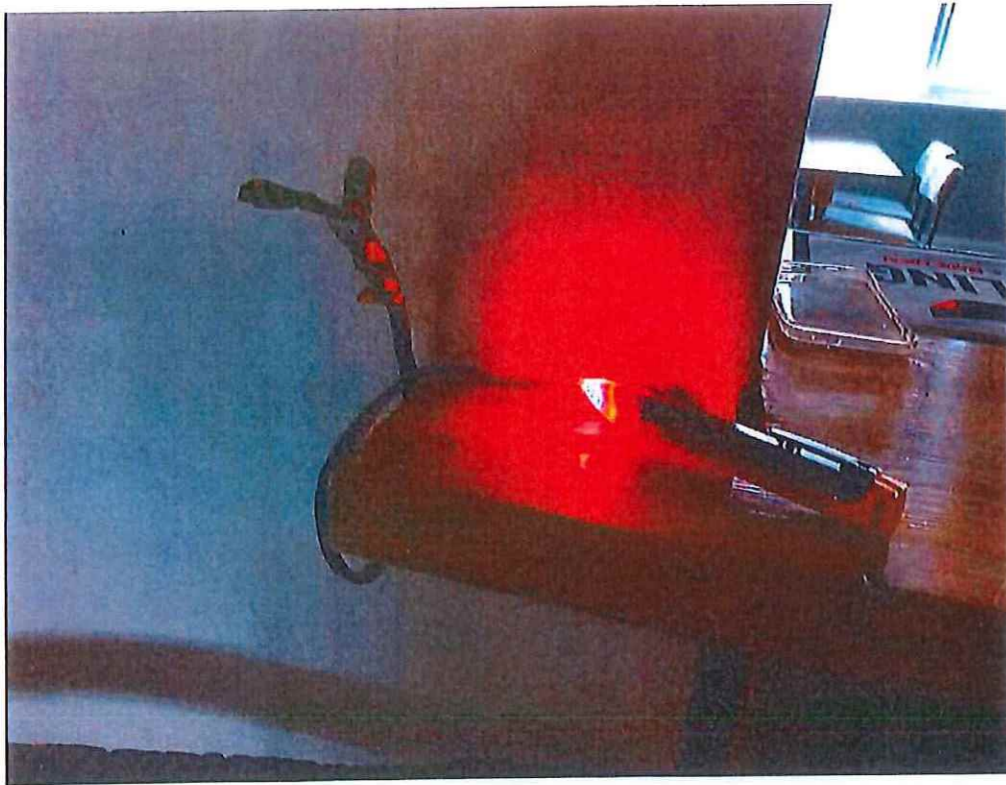
Exposed electrical connections -  
live status not confirmed -  
Upstairs room



Exposed electrical connections -  
live status not confirmed -  
Stairwell



Exposed electrical connection - live status confirmed - Upstairs behind bar





Exposed electrical connections -  
live status confirmed - Outside  
Shelter

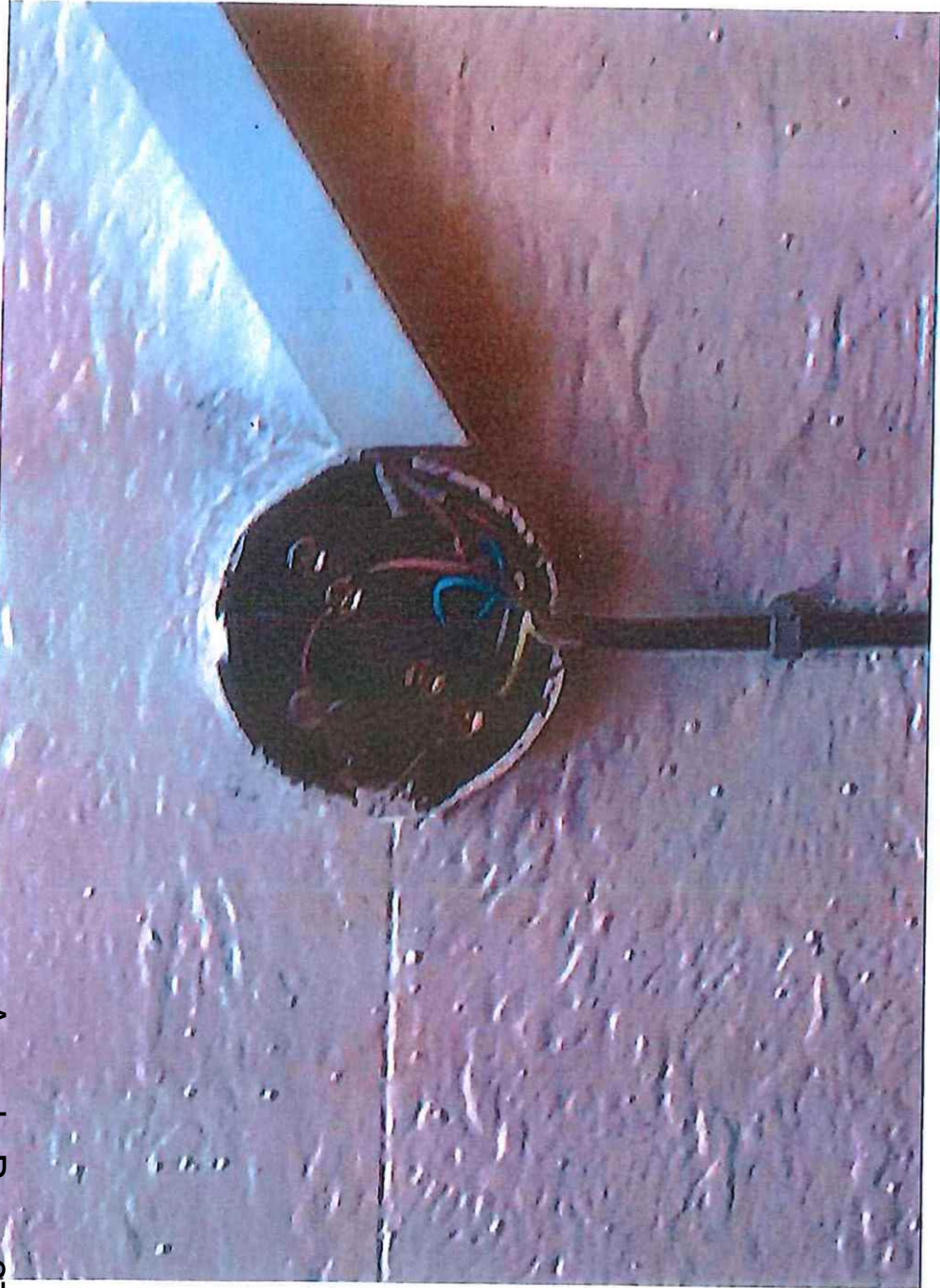


Roaring Meg - Photo's taken Visit 9/10/2024

Broken Socket - live status not confirmed - Family Function Room



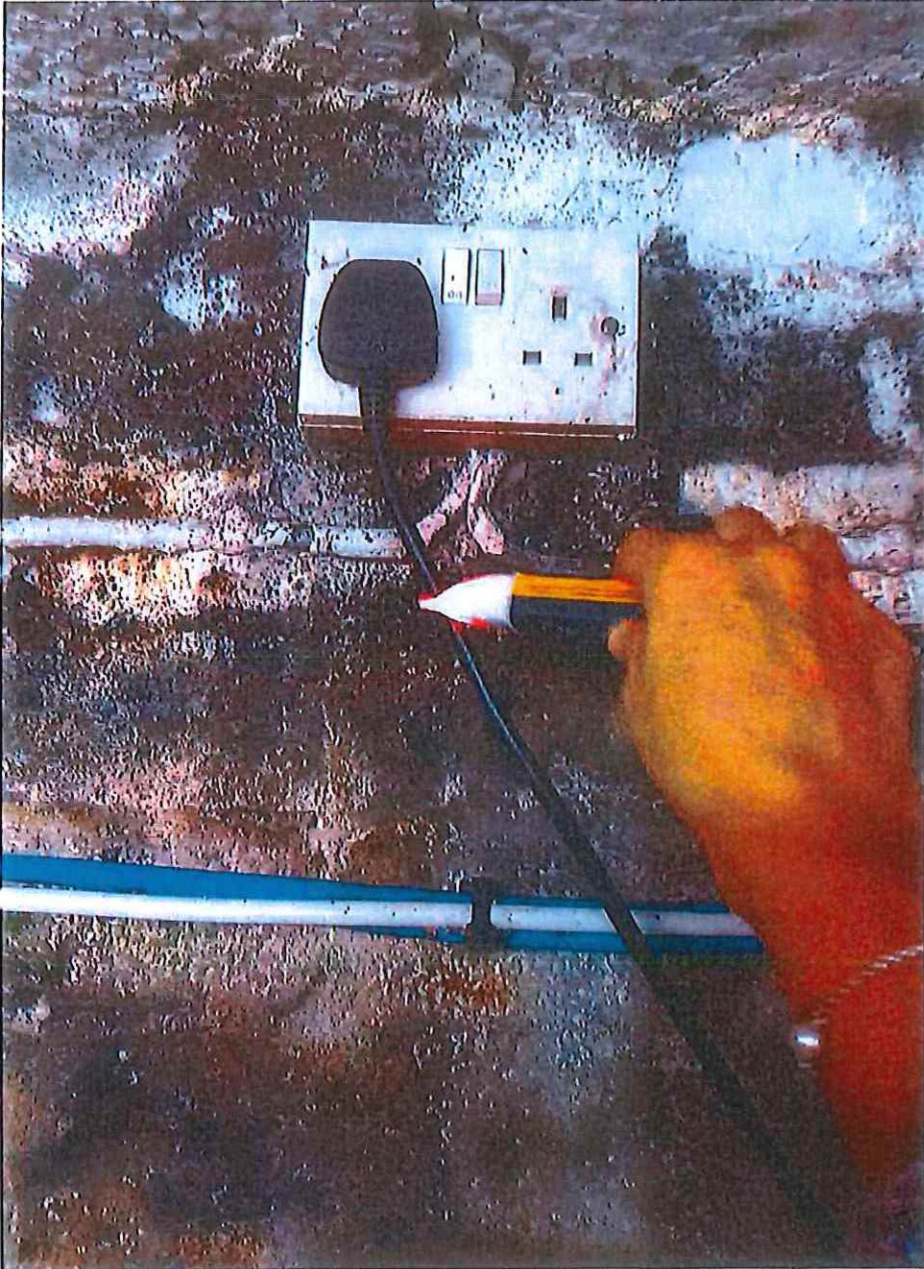
Exposed electrical connections -  
live status not confirmed



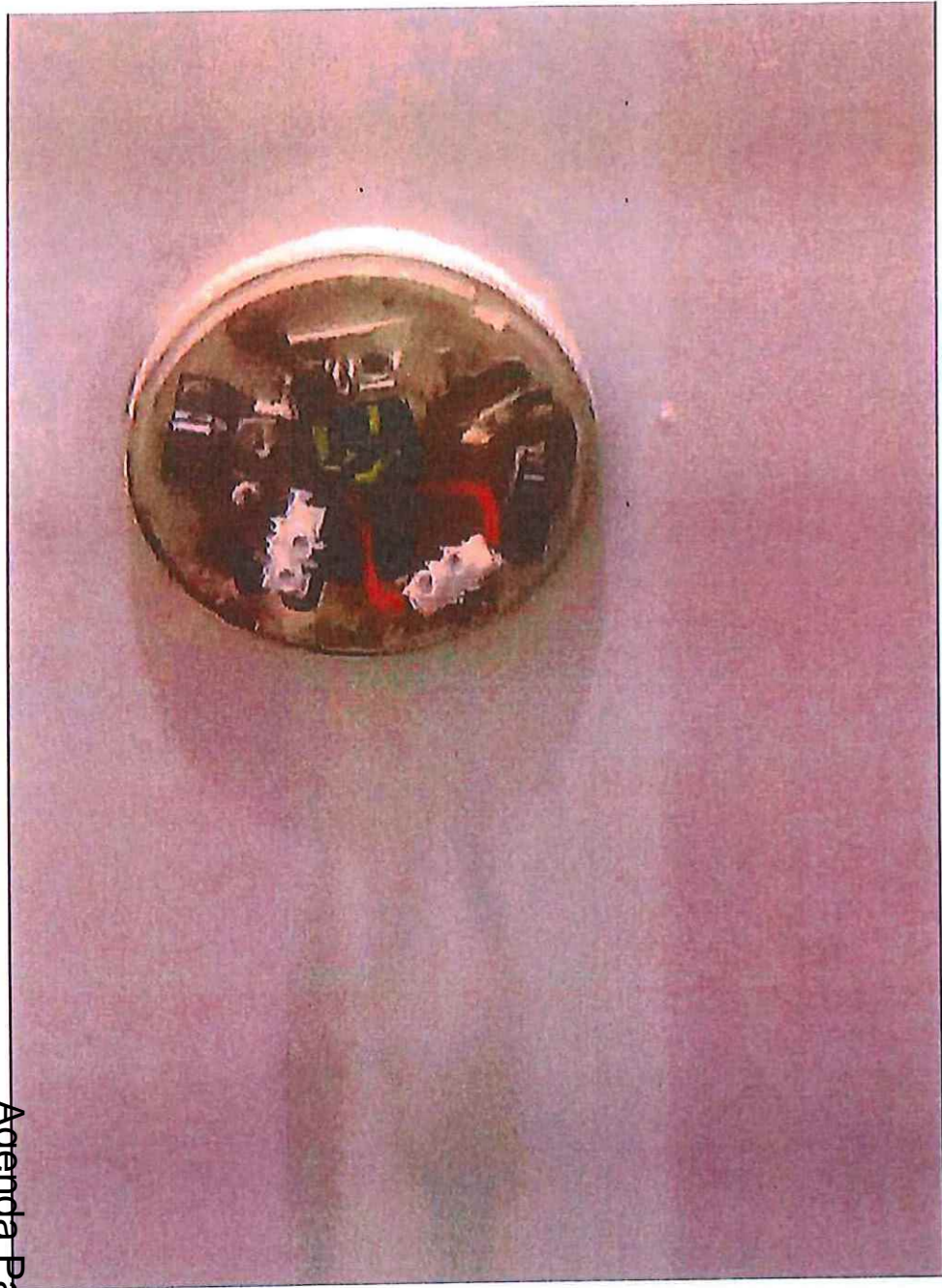
Exposed electrical connections -  
live status not confirmed - Cellar



Socket not suitable for wet area -  
Live status confirmed - Cellar

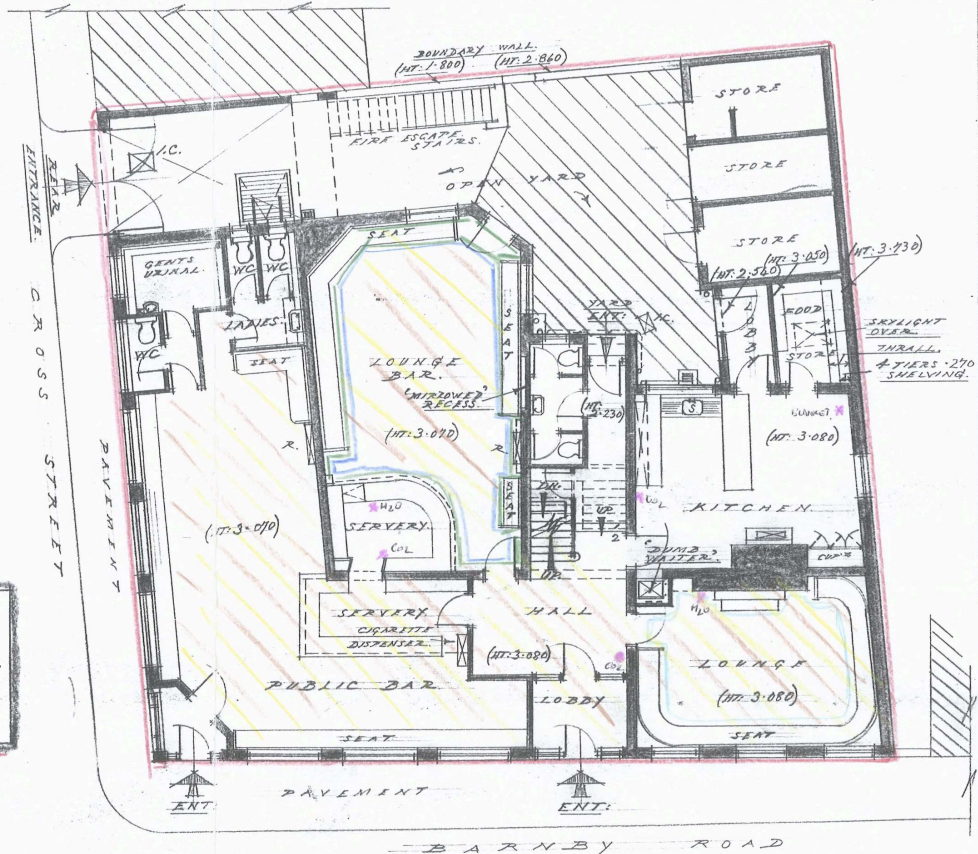
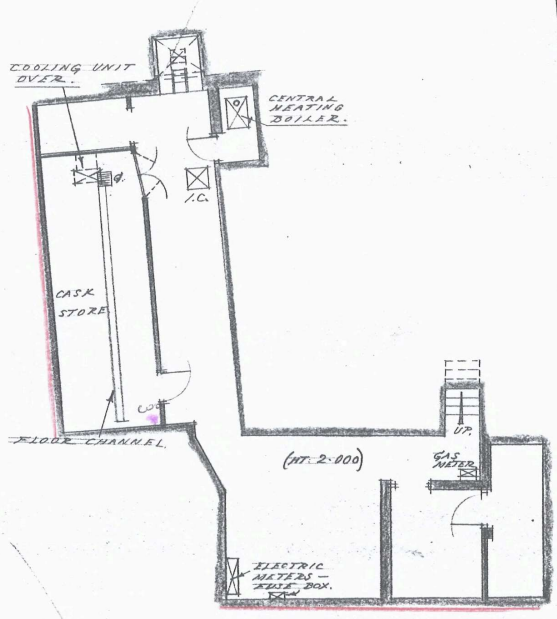


Exposed electrical connections -  
live status not confirmed - Smoke  
detector upstairs





BOUNDARY - RED  
 LICENSED ACTIVITY - BROWN  
 + OTHER ACTIVITY - YELLOW  
 ALTERATION TO  
 RE-DOOR - GREEN  
 CHIMNEY - BLUE  
 FIRE EQUIPMENT PURPLE

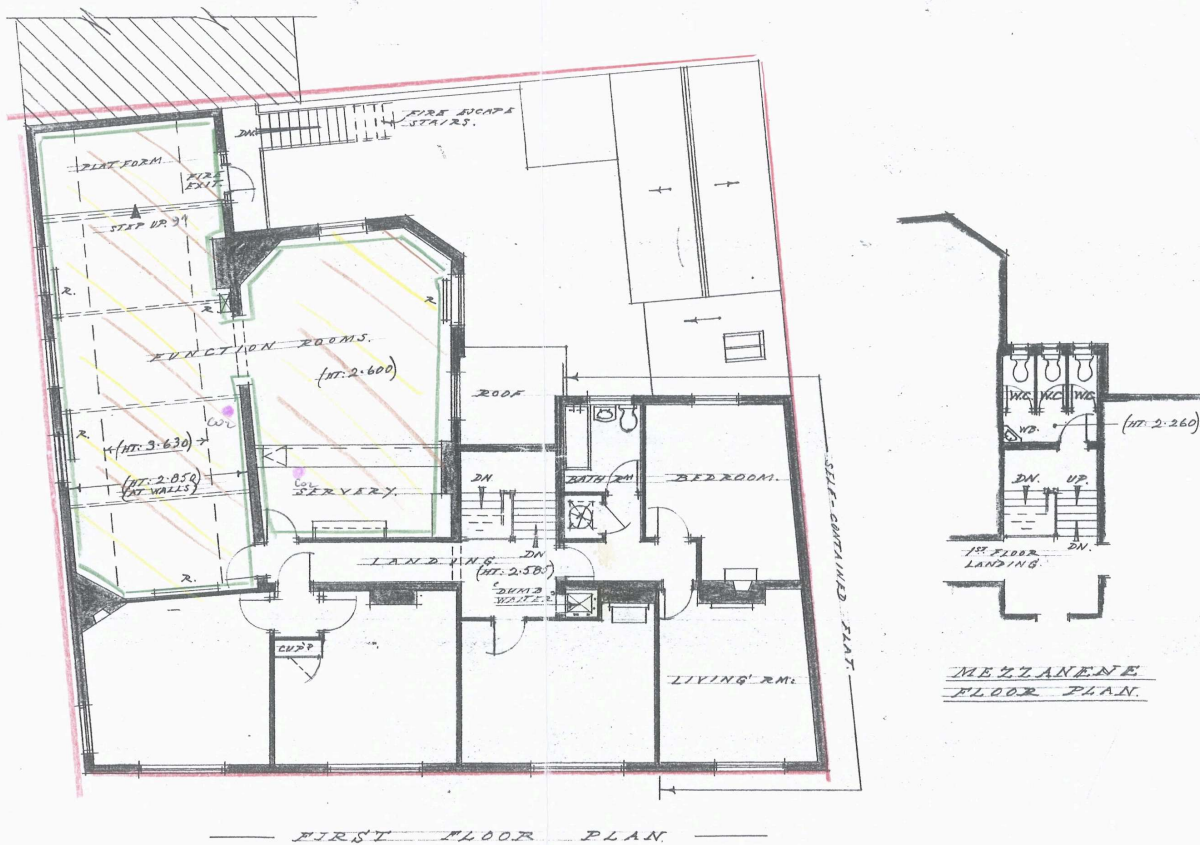


SCALE: 1:100  
 DRAWING NO. N4/1/1

"THE VINE INN" - NEWARK.  
 FLOOR PLANS AS EXISTING.  
 GEORGE BATEMAN & SON, LTD.

R.A. BARTON, (COMPANY SURVEYOR)  
 GEORGE BATEMAN & SON, LTD.  
 SALEM BRIDGE BREWERY,  
 WAINFLEET, NR. SHERNESS, LINGO.  
 NOVEMBER, 1988





SCALE:- 1:100  
DRAWING NO. N.4/1/1

"THE VINE INN" - NEWARK.  
FLOOR PLANS AS EXISTING.  
GEORGE BATEMAN & SON, LTD:

R. A. BARTON, (COMPANY SURVEYOR)  
GEORGE BATEMAN & SON, LTD,  
SALM BRIDGE BREWERY,  
WAINFLEET, H<sup>TS</sup>. SREIGNESS, LINDS.  
NOVEMBER, 1988.



Castle House, Great North Road, Newark on Trent, NG24 1BY  
Premises Licence

Premises licence number 002579

Part 1 – Premises details

The Roaring Meg 117 Barnby Gate			
Post town	Newark	Post code	NG24 1QZ
Telephone number	01636 704333		

Where the licence is time limited the dates  
Not applicable

Licensable activities authorised by the licence

1. Regulated Entertainment
  - a) Live Music (Indoors)
  - b) Recorded Music (Indoors)
  - c) Performance of Dance (Indoors)
2. Supply of alcohol

The times the licence authorises the carrying out of licensable activities

1. Regulated Entertainment
  - Standard times
  - a) Live Music - Daily 18:00 to 23:00
  - b) Recorded Music – Daily 18:00 to 23:00
  - c) Performance of Dance – Daily 19:00 to 23:00
  - Non Standard times
  - Christmas Eve 12:00 to 01:00 the following day
  - New Year's Eve 12:00 to 23:30 the following day
2. Supply of alcohol
  - Standard times
  - Daily - 11:00 to 23:30
  - Non Standard times
  - Christmas Eve 12:00 to 01:00 the following day
  - New Year's Eve 12:00 to 23:30 the following day

The opening hours of the premises

- Standard times
- Daily 11:00 to 00:00
- Non Standard times
- Christmas Eve 12:00 to 01:00 the following day
- New Year's Eve 12:00 to 23:30 the following day

Where the licence authorises supplies of alcohol whether these are on and/or off supplies  
Both On and Off sales

**Part 2**

**Name, (registered) address, telephone number and e-mail (where relevant) of holder of premises licence**  
Cycle PS Limited  
52 Cedar Drive  
Pinner  
HA5 4DE

**Registered number of holder, for example company number, charity number (where applicable)**  
Company number: 08444274

**Name, address and telephone number of designated premises supervisor where the premises licence authorises the supply of alcohol**  
.....

**Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises the supply of alcohol**  
Personal licence number:  
Issuing Authority:

**Annex 1 - Mandatory conditions**

**Designated Premises Supervisor**

No alcohol may be supplied under this Licence:

- (a) at any time when there is no Designated Premises Supervisor in respect of these Premises; or
- (b) at any time when the Designated Premises Supervisor does not hold a personal licence or his/her personal licence is suspended.

**Authorisation By Personal Licence Holders**

Every supply of alcohol under this licence must be made or authorised by a person who holds a personal licence.

**Age Verification**

- (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
- (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
- (3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either—
  - (a) a holographic mark, or

(b) an ultraviolet feature.

#### **Sales Of Alcohol Below The Permitted Price**

(1) A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

(2) For the purposes of the condition set out in paragraph 1—

(a) “duty” is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;

(b) “permitted price” is the price found by applying the formula—

$$P = D + (D \times V)$$

where—

(i) P is the permitted price,

(ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;

(c) “relevant person” means, in relation to premises in respect of which there is in force a premises licence—

(i) the holder of the premises licence,

(ii) the designated premises supervisor (if any) in respect of such a licence, or

(iii) the personal licence holder who makes or authorizes the supply of alcohol under such a licence;

(d) “relevant person” means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and

(e) “value added tax” means value added tax charged in accordance with the Value Added Tax Act 1994

(3) Where the permitted price given by Paragraph (b) of paragraph (2) would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

(4) (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 on a day (“the first day”) would be different from the permitted price on the next day (“the second day”) as a result of a change to the rate of duty or value added tax.

(2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day

#### **Door Supervision**

Any person exercising a security activity (as defined by paragraph 2(1)(a) of schedule 2 of the Private Security Industry Act 2001) shall be licensed by the Security Industry Authority. Any such person shall be employed at the premises at the discretion of the Licence Holder/Designated Premises Supervisor and shall display their name badge at all times when on duty.

**Annex 2 - Conditions consistent with the Operating Schedule**

1. A bound and sequentially paginated refusals book or electronic record shall be kept at the premises to record all instances where admission or service is refused.

Such records shall show:

- The basis for the refusal;
- The person making the decision to refuse; and
- The date and time of the refusal.

Such records shall be retained at the Premises for at least 12 months, and shall be made available for inspection and copying by the Police or any other authorised person upon request.

2. A bound and sequentially paginated incident book or electronic record shall be kept to record all instances of disorder, damage to property and personal injury at the premises. This book shall be made available for inspection and copying by the Police or any other authorised person upon request and all such books shall be retained at the premises for at least 12 months.
3. A CCTV system shall be installed and operative in the premises when licensable activities are taking place.

All recordings used in conjunction with CCTV shall:

- be of evidential quality
- shall display accurate time and date stamps all year round to account or day light savings.
- be retained for a period of at least 31 consecutive days
- Cover the point of sale, and entrance and exit as a minimum
- The CCTV System should be installed in a location that is safe and accessible.
- Recordings to be made available for inspection to the Police or any other authorised person when requested.
- At least one person trained and authorised to access the CCTV system shall be present during opening hours. They shall be able perform basic operations such as reviewing recordings and download recordings to removable media (ie USB) if required for Police or other authorised officers.

4. All staff engaged or to be engaged in the sale of alcohol on the premises shall receive the following training in age restricted sales:
  - Induction training which must be completed and documented prior to the sale of alcohol by the staff member.
  - Refresher/reinforcement training at intervals of no more than 6 months.
  - Training records will be retained at the premises for a minimum period of 12 months and available for inspection upon request by a Police Officer and/or authorised person.
5. No persons shall be permitted to remove open vessels from the premises.

6. A Challenge 25 scheme shall operate at the premises. Any person who appears to be under 25 years of age shall not be allowed to purchase alcohol unless they produce an acceptable form of photo identification. (e.g. passport, driving licence, Military ID or PASS accredited card).
7. Challenge 25 notices shall be displayed in prominent positions throughout the premises.
8. Prominent signs shall be erected and maintained at the entrance and checkout transaction areas, stating that it is an offence to (a) sell alcohol to an individual under the age of 18 years; (b) for an individual under 18 years to purchase alcohol; (c) for a person to buy alcohol on behalf of an individual under 18 years.
9. Signage shall be displayed advising customers to be respectful to residents and to leave the area in a quiet and orderly manner.

**Annex 3 - Conditions attached after a hearing by the licensing authority**

Not applicable

**Annex 4 – Plans**

Attached Plans: Drawing No – N4/1/1 Dated November 1988

**Narelle Plowright**

---

**From:** Janet Hemsall <>  
**Sent:** 29 November 2024 15:13  
**To:** Narelle Plowright  
**Subject:** RE: Premises Licence Review - Roaring Meg, Barnby Gate, Newark, NG24 1QZ

OFFICIAL

Hi Narelle

Please note that Newark Town Council's Planning Committee supports a licensing review of these premises.

Kind regards

**Janet Hemsall**  
Receptionist/Planning Administrator

---



**Newark**  
TOWN COUNCIL

**Newark Town Council**  
Town Hall, Newark, Nottinghamshire NG24 1DU

---

Please consider the environment. Do you really need to print this email?

**Newark Town Council Legal Disclaimer**

Emails and any attachments from Newark Town Council are confidential. If you are not the intended recipient, please notify the sender immediately by replying to the email, and then delete it without making copies or using it in any other way. Senders and recipients of email should be aware that, under the Data Protection Act 1998 and the Freedom of Information Act 2000, the contents may have to be disclosed in response to a request.

Although any attachments to the message will have been checked for viruses before transmission, you are urged to carry out your own virus check before opening attachments, since Newark Town Council accepts no responsibility for loss or damage caused by software viruses.

---

**From:** Licensing <[Licensing@newark-sherwooddc.gov.uk](mailto:Licensing@newark-sherwooddc.gov.uk)>  
**Sent:** 07 November 2024 08:35  
**To:** <>  
**Cc:** <>  
**Subject:** Premises Licence Review - Roaring Meg, Barnby Gate, Newark, NG24 1QZ

OFFICIAL

Good Morning,