

Meeting of:	Licensing Sub-Committee
Date of Meeting:	Thursday, 27 October 2026
Relevant Scrutiny Committee:	Live Well Scrutiny Committee
Item which the Chair has decided is urgent (Part I) (If yes, why)	Not applicable
Urgent Decision Procedure Used (15.14 of the Constitution) (If yes, why)	Not applicable
Item Type	Part I
Report Title:	Application for the review of a premises licence for Tutti
Portfolio Holder:	No Relevant Cabinet Member
Strategic Leadership Team:	Director of Environment and Housing
Lead Officer:	Licensing Team Manager

1.0 What is this report about?

- 1.1 The purpose of this report is for the Licensing Sub-Committee to determine an application for the review of a premises licence for Tutti, Unit 1, The Esplanade, Penarth, Vale of Glamorgan CF64 3AS.

2.0 What are the Recommendations?

	Recommendations – What and How?	Reason for Recommendation – Why?
2.1	The Sub-Committee is asked to determine the review application having regard to the Council's Statement of Licensing Policy, the guidance issued by the Home Office under Section 182 of the Licensing Act 2003, the application, submissions and representations before them.	To comply with the Council's statutory duty under the Licensing Act 2003.

	Recommendations – What and How?	Reason for Recommendation – Why?
	The options available to the Sub-Committee are to take no action, or alternatively they may take any of the following steps if they consider appropriate for the promotion of the licensing objectives: a) To modify the conditions of the licence b) To exclude a licensable activity from the scope of the licence c) To remove the designated premises supervisor d) To suspend the licence for a period not exceeding three months e) To revoke the licence	

3.0 **What is the background to this report?**

3.1 The Licensing Authority has received an application to review premises licence PRM AS0634, pertaining to Tutti, Unit 1, The Esplanade, Penarth, Vale of Glamorgan CF64 3AS.

The review application was submitted by Home Office Immigration Enforcement.

A copy of the application and supporting document is detailed in **Appendix A**.

3.2 The licence holder of premises licence PRM AS0634 is Richard Hayward. The premises licence holder has overall responsibility for the premises licence and ensuring the premises operated in accordance with the licence, its conditions and the licensing objectives.

3.3 The following licensable activities are authorised by the premises licence:

- Sale of Alcohol for consumption of alcohol off the premises:

Monday to Saturday	08:00 to 23:00 hours
Sunday	09:00 to 22:00 hours

3.4 The Designated Premises Supervisor (DPS) nominated on the premises licence is Edmond Biba.

The DPS must hold a personal licence and is the individual named on the premises licence who has day-to-day responsibility for the supervision and authorisation of alcohol sales. Every supply of alcohol must be made or authorised by a personal licence holder and there must be a DPS in place where alcohol is authorised for sale.

3.5 A copy of the premises licence is detailed in **Appendix B**.

3.6 The relevant licence history of the premises is as follows:

- Transfer Application to change the licence holder to Richard Hayward – Issued 07.02.24

- DPS Variation to change the DPS to Edmond Biba – Issued 07.02.24
- DPS Variation to change the DPS to Gareth Lee – Issued 19.03.25
- DPS Variation to change the DPS to Edmond Biba – Issued 09.03.26

4.0 What issues are there to be considered?

- 4.1 In accordance with the requirements of the Licensing Act 2003, copies of the application were forwarded to the Responsible Authorities.
- 4.2 During the statutory 28-day consultation period the application has been advertised in accordance with the regulations at the premises, in a local newspaper and on the Council's website and licensing reception area.
- 4.3 Section 51 of the Licensing Act 2003 provides that where a premises licence has effect, a Responsible Authority or any other person may apply to the relevant licensing authority for the review of the premises licence. This must relate to a concern arising at the premises in connection with any of the four licensing objectives.
- 4.4 The Home Office Immigration Enforcement (a Responsible Authority) submitted an application to review the premises licence on the grounds that the licensing objective of the prevention of crime and disorder has been undermined. The representation relates to an incident on 2 October 2025 when Immigration Enforcement officers identified an individual working at the premises who was subsequently found to be working in breach of their immigration conditions. It is alleged that no compliant right to work checks had been undertaken prior to the individual's employment, resulting in a civil penalty of £45,000 being issued to by the Home Office. The Home Office submits that these matters demonstrate failures in the management and control of the premises and requests that the Sub-Committee revoke the premises licence.

Further details are provided within the application and supporting document which is detailed in **Appendix A**.

- 4.5 Before determining the application, the authority must hold a hearing to consider it and any relevant representations received.
- 4.6 No representations were received during the consultation period.
- 4.7 The licence holder has provided a written representation and supporting lease agreements, which are attached at **Appendix C**.

The licence holder states that he is the owner and premises licence holder for Unit 1, Beachcliff, The Esplanade, Penarth, and that the premises are leased to different operators over time. He submits that the tenant at the time of the Home Office enforcement visit on 2 October 2025 was Gareth Lee and not Tutti. The licence holder further states that neither he nor the current operators of Tutti had any involvement with, or knowledge of, Chef G's Seafood and Grill Ltd and that the current lease for Tutti commenced in February 2026, after the enforcement visit. The licence holder contends that the current operators should not be

associated with, or penalised for, matters connected to the previous tenant.

- 4.8 The Sub-Committee must determine the application in accordance with the Licensing Act 2003. In reaching its decision, the Sub-Committee may only take into account evidence that is relevant to the licensing objectives.

5.0 How has evidence been used to inform the report, including the views of others?

- 5.1 The report is based on the documents and information submitted to the Licensing Authority in relation to the review application which are appended for the Sub-Committee's consideration.

6.0 What are the next steps if the recommendations are approved?

- 6.1 The Sub-Committee may make the following determination under Section 52 Licensing Act 2003:
- (3) The authority must, having regard to the application and any relevant representations, take such of the steps mentioned in subsection (4) (if any) as it considers for the promotion of the licensing objectives.
 - (4) The steps are—
 - (a) to modify the conditions of the licence;
 - (b) to exclude a licensable activity from the scope of the licence;
 - (c) to remove the designated premises supervisor;
 - (d) to suspend the licence for a period not exceeding three months;
 - (e) to revoke the licence;and for this purpose, the conditions of the licence are modified if any of them is altered or omitted or any new condition is added.
- 6.2 Any party to the hearing may appeal the decision of the Licensing Sub-Committee to the Magistrates court.

7.0 How does this report support Vale 2030 and Reshaping?

- 7.1 The report supports the delivery of safe and well-managed licensed premises, contributing to community safety and well-being within the Vale of Glamorgan.
- 7.2 By ensuring that applications are determined in accordance with the licensing objectives, the Council promotes a balanced approach to economic activity and the protection of local communities.

8.0 How does this demonstrate the Five Ways of Working?

- 8.1 This report has been screened for evidence of the Five Ways of Working and how it may contribute to our Well-being Objectives.
- 8.2 The proposals support the following well-being objective: Objective 2: Providing decent homes and safe communities.
- 8.3 The licensing process contributes to prevention by promoting the licensing objectives, collaboration through consultation with responsible authorities and the public, and involvement by enabling local residents to make representations.

Resources

9.0 Finance

- 9.1 Fees associated with the issue of licences are set in statute and support the administration and enforcement of the Licensing Act 2003 functions.
- 9.2 There are no financial implications arising from this report.

10.0 Workforce

- 10.1 There are no workforce implications arising from this report.

11.0 Legal and Equalities

- 11.1 An Equalities Impact Assessment has not been completed as the determination of a premises licence application is a statutory process under the Licensing Act 2003 and the decision must be based on the individual merits of the application and representations received.
- 11.2 The Council has a duty to determine the application in accordance with the Licensing Act 2003, having regard to its Statement of Licensing Policy and the Section 182 Guidance issued by the Home Office.
- 11.3 The Sub-Committee must promote the four licensing objectives when determining the application:
- The prevention of crime and disorder
 - Public safety
 - The prevention of public nuisance
 - The protection of children from harm

12.0 Key Contacts

12.1 Who are the primary officers to contact with any comments and/or queries on the report?

Lead Officer: Kirsty Evans, Licensing Team Manager (Vale and Bridgend) kjevans@valeofglamorgan.gov.uk	Democratic Services Officer Liz Whitaker Democratic & Scrutiny Services Officer ewhitaker@valeofglamorgan.gov.uk
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Appendix

Appendix A – Application and Supporting Document

Appendix B – Premises Licence

Appendix C – Licence Holder's Submission including Lease Agreement with Tenants

Background Documents

[Vale of Glamorgan Council's Statement of Licensing Policy](#)

[Home Office Guidance issued under Section 182 of the Licensing Act 2003](#)

Licensing Authority: The Vale of Glamorgan Council
By Email : licensing@valeofglamorgan.gov.uk

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 Home Office Immigration Enforcement

apply for the review of a premises licence under section 51 / apply for the review of a club premises certificate under section 87 of the Licensing Act 2003 for the premises described in Part 1 below

Part 1 – Premises or club premises details

Tutti Unit 1, The Esplanade	
Post town Penarth Vale of Glamorgan	Post code CF64 3AS

Name of premises licence holder or club holding club premises certificate (if known)
Richard HAYWARD

Number of premises licence or club premises certificate (if known)
PRM AS0634

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

Home Office**Immigration Enforcement Licensing Compliance Team**

6th Floor, 2 Ruskin Square
Dingwall Road
Croydon
CR0 2WF

Telephone number (if any)

E-mail address (optional)

ie.licensing.reviews@homeoffice.gov.uk

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

- 1) the prevention of crime and disorder
- 2) public safety
- 3) the prevention of public nuisance
- 4) the protection of children from harm

Please tick one or more boxes ✓

☒
☐
☐
☐

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

Grounds for review:

We have grounds to believe the license holder has failed to meet the licensing objectives of prevention of crime and disorder, as illegal working has been identified at this premises.

Section 36 and Schedule 4 of the Immigration Act 2016 (the 2016 Act) amended the Licensing Act 2003 (the 2003 Act) to introduce immigration safeguards in respect of licensing applications made in England and Wales on or after 6 April 2017. The intention is to prevent illegal working in premises licensed for the sale of alcohol or late-night refreshment.

The Home Secretary (in practice Home Office (Immigration Enforcement)) was added to the list of Responsible Authorities (RA) in the licensing regime, which requires Home Office (Immigration Enforcement) to receive premises licence applications (except regulated entertainment only licences and applications to vary a Designated Premises Supervisor (DPS)), and in some limited circumstances personal licence applications. In carrying out the role of responsible authority, Home Office (Immigration Enforcement) is permitted to make relevant representations and objections to the grant of a licence or request a review of an existing licence as a responsible authority where there is concern that a licence and related licensable activity is prejudicial to the prevention of immigration crime including illegal working.

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

Please refer to accompanied review pack for detailed information

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, UNDER SECTION 158 OF THE LICENSING ACT 2003, TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION. THOSE WHO MAKE A FALSE STATEMENT MAY BE LIABLE ON SUMMARY CONVICTION TO A FINE OF ANY AMOUNT.

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 **B.Vece**

.....

Date **10 August 2026**

.....

Capacity **Responsible Authority**

.....

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

Home Office

Immigration Enforcement Licensing Compliance Team

2 Ruskin Square

Dingwall Road

Post town

Croydon

Post Code

CR0 2WF

Telephone number (if any)

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

ie.licensing.reviews@homeoffice.gov.uk

Notes for Guidance

1. A responsible authority includes the local police, fire and rescue authority and other statutory bodies which exercise specific functions in the local area.
2. The ground(s) for review must be based on one of the licensing objectives.
3. Please list any additional information or details for example dates of problems which are included in the grounds for review if available.
4. The application form must be signed.
5. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
6. This is the address which we shall use to correspond with you about this application.



Home Office

Premises Licence Review

Tutti
Unit 1, The Esplanade
Penarth
Vale of Glamorgan
CF64 3AS

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Case Summary

On 02 October 2025, the Wales & West of England (Cardiff) Immigration, Compliance and Enforcement (ICE) team visited Tutti, Unit 1, The Esplanade, Penarth, CF64 3AS, after intelligence was received that the business was employing illegal workers.

Entry to the premises was gained at approximately 19:53hrs under Section 179 of the Licensing Act 2003.

During the visit, officers encountered two individuals working at the premises. Of those individuals, one was identified as working in breach of their immigration conditions.

Licensed Premises History

The premises licence, PRM AS0634, was issued by The Vale of Glamorgan Council on 06 July 2014. At the time of the enforcement visit on 02 October 2025, the premises was trading as Chef G's. The licence was held by Richard HAYWARD, and the Designated Premises Supervisor (DPS) was Gareth LEE, holder of personal licence NCC-16-1231, issued by Newport.

Following an application submitted on 16 February 2026, a variation was granted on 09 March 2026. As a result, the premises was renamed Tutti, although it continues to operate under premises licence PRM AS0634. The premises licence is still held by Richard HAYWARD, and the current DPS is Edmond BIBA, holder of personal licence 1601370LAPENW, issued by Stroud.

Licensable activities and permitted times authorised by the licence:

Licensable activities authorised by the licence:

A performance of live music
Any playing of recorded music
Provision of late-night refreshment
the supply of alcohol

Corporate Associations and Company Details

According to Companies House records, Tutti is associated with Chef GS Seafood and Grill Limited (company number 16292867). The company is registered as active with an active proposal to strike off and was incorporated on 05 March 2025. Gareth LEE is the active director, appointed on 05 March 2025.

Civil Penalty

Following the enforcement visit to the premises on 02 October 2025, a civil penalty of £45,000 was issued to Chef GS Seafood and Grill Limited on 22 January 2026 in respect of an individual found to be working in breach of their immigration conditions.

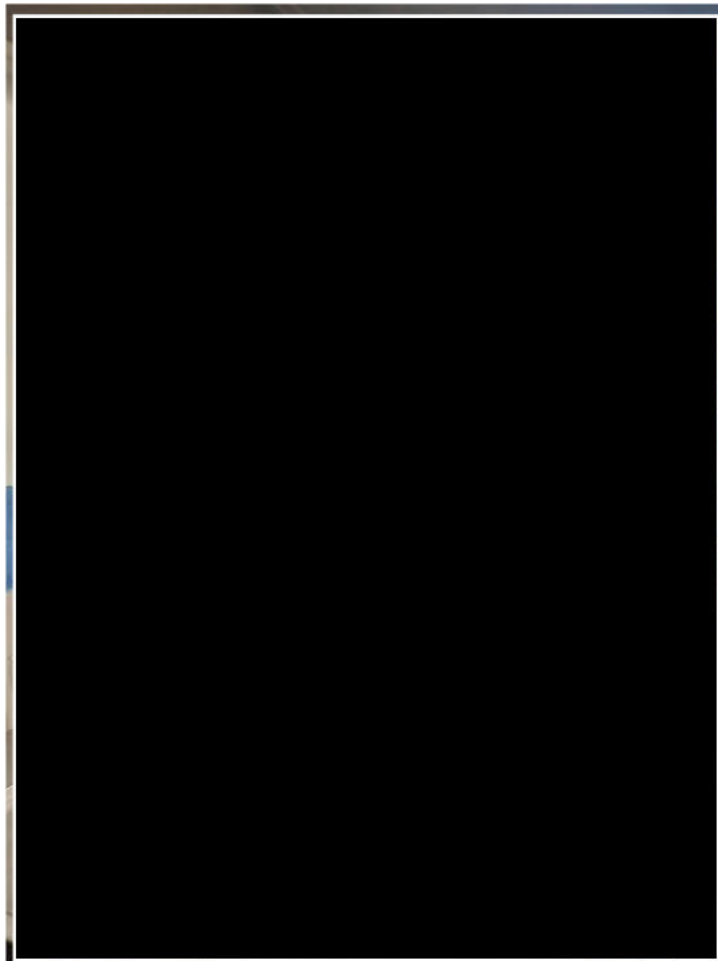
Chef GS Seafood and Grill Limited did not exercise its right to object to the penalty. The penalty became payable on 23 February 2026; however, no payment has been received. As the penalty remains unpaid in full, the debt has been referred to a third-party debt collection agency for recovery, and the outstanding liability remains unsatisfied.

Enforcement Visit: 02 October 2025

Entry to the premises was gained at approximately 19:53hrs under Section 179 of the Licensing Act 2003. Within the premises, officers encountered the following individuals:

██████████ - Worker

Upon entering the premises, officers observed ██████████ working in the kitchen area while wearing an apron (see image below).



A photo of ██████████ when encountered in the kitchen and wearing an apron.

An illegal working interview was conducted with ██████████ where he admitted to working at the business for approximately five months carrying out duties washing dishes and cleaning the kitchen. He advised that he worked consistently between five and six days per week, averaging five hours per day.

██████████ stated that Gareth had given him the job, determined his working hours and days, and instructed him on the tasks he was required to undertake. He further confirmed that he was paid into his bank account and received approximately £100 per month.

When questioned about pre-employment checks, [REDACTED] stated that he did not believe any right to work checks had been conducted before he started work. He also stated that Gareth was aware that he was not permitted to work at Chef G's. [REDACTED] confirmed that he felt safe and happy working at the premises.

Home Office records confirm that [REDACTED] entered the UK on a visit visa valid from September 2022 to March 2023. He subsequently overstayed his leave and later submitted a protection claim, which was refused. At the time of the enforcement visit, he had an outstanding appeal against that decision and was permitted to work only in occupations included on the Immigration Salary List (ISL)¹. As his employment at the premises did not fall within an eligible occupation, [REDACTED] was found to be working in breach of the conditions attached to his immigration status.

Gareth LEE (Employer) – Employer Interview

An interview relating to the illegal working offence was conducted with LEE, the former Designated Premises Supervisor (DPS) and company director. He identified himself as the owner.

During the interview, LEE confirmed that [REDACTED] had been working at the business since April 2025 in a pot-washing role, undertaking duties integral to the day-to-day operation of the premises. He explained that [REDACTED] typically worked between Tuesday and Saturday on either morning or evening shifts, depending on business demand, and that no formal records of hours worked were retained as the hours were recorded on paper and subsequently discarded.

LEE stated that he had personally offered [REDACTED] the job and understood that he had previously worked at the premises under a former business. He confirmed that he, or another chef, directed [REDACTED] daily duties. LEE advised that [REDACTED] was paid either in cash or by bank transfer at a rate of £12.50 per hour and that payments were made directly by him.

When questioned about pre-employment checks, LEE admitted that he had not conducted a compliant right to work check before employing [REDACTED]. He stated that he relied solely on a National Insurance number which [REDACTED] had shown him on a piece of paper and believed this was sufficient evidence of an entitlement to work in the UK. LEE confirmed that no share code was provided and that no further employment status checks had been carried out after [REDACTED] commenced work. LEE denied knowing that [REDACTED] did not have permission to work at the business and stated that he believed he was entitled to work because he had previously worked and lived in the UK. He further stated that he would not have employed [REDACTED] had he known that he did not have the right to work in a restaurant.

¹ [Skilled Worker visa: immigration salary list - GOV.UK](https://www.gov.uk/skilled-worker-visa-immigration-salary-list)

Reasons for Review

Section 36 and Schedule 4 of the Immigration Act 2016 amended the Licensing Act 2003 to introduce immigration safeguards for licensing applications made in England and Wales on or after 6 April 2017. These safeguards are intended to prevent illegal working in licensed premises.

On 02 October 2025, immigration officers attended Chef G's (now Tutti) following intelligence that the business was employing illegal workers. During the visit, officers encountered [REDACTED] working in breach of conditions attached to his immigration status.

The evidence obtained demonstrates a failure by those responsible for Chef G's to prevent illegal working. Gareth LEE, who at the time of the enforcement visit was the Designated Premises Supervisor (DPS) and director of Chef GS Seafood and Grill Limited, admitted that he had personally employed the worker, controlled their hours and duties, and paid them directly. Despite these responsibilities, LEE failed to conduct the prescribed right to work checks before employment commenced. Rather than carrying out these checks, he relied solely upon a National Insurance number and undertook no further verification of the individual's immigration status.

No compliant right to work check was carried out, no share code was obtained, and no Home Office online check was conducted. As a result of these failures, an individual who did not have permission to undertake the work in question was employed by Chef G's for a significant period.

Following the enforcement visit, a civil penalty in the sum of £45,000 was issued to Chef GS Seafood and Grill Limited on 22 January 2026. The company did not exercise its right to object to the penalty, and no payment has been received. The penalty remains outstanding and has subsequently been referred to a third-party debt collection agency for recovery. The noncompliance with the civil penalty was taken into consideration when taking action against the licence.

Immigration Enforcement notes that, following the enforcement visit and subsequent issue of the civil penalty, the premises licence was varied, the business changed its trading name from Chef G's to Tutti, and Gareth LEE ceased to be the Designated Premises Supervisor. A new DPS was appointed; however, the business continues to operate under the same premises licence (PRM AS0634), which remains held by the same licence holder. The illegal working and associated management failings identified during the enforcement visit therefore remain directly relevant to the operation of the licensed premises and the promotion of the licensing objectives in the future.

The employment of a person working in breach of their immigration conditions, failure to conduct any compliant right to work checks, and the subsequent failure to comply with the resulting civil penalty raises concerns regarding the management and control of Chef G's, now trading as Tutti. Such conduct demonstrates a disregard for the responsibilities placed upon employers and undermines the licensing objectives, in particular the prevention of crime and disorder.

The Section 182 Guidance issued under the Licensing Act 2003 states that the employment of a person disqualified from working by reason of their immigration status should be treated particularly seriously and that revocation of a premises licence, even in the first instance, should be seriously considered.

Given the illegal working identified at Chef G's, now trading as Tutti, the clear failures in right to work checking procedures, and the subsequent £45,000 unpaid civil penalty, Immigration Enforcement submits that the licensing objective of preventing crime and disorder has been undermined and that a review of the premises licence is necessary.

Outcome Sought

The Licensing Act 2003 provides a clear and transparent framework for regulating the sale of alcohol, provision of regulated entertainment, and late-night refreshment.

There are four licensing objectives which underpin the Act, and which need to be taken into account and promoted throughout the licensing process.

The licensing objectives are:

- The prevention of crime and disorder
- Public safety
- The prevention of public nuisance
- The protection of children from harm

Tutti, under the control of Richard HAYWARD as licence holder, has failed to uphold the licensing objectives, in particular the prevention of crime and disorder. Evidence shows that illegal working took place at the premises. The licence holder would have been aware of his responsibilities to uphold the licensing objectives as they are clearly defined as part of the premises licence application.

Immigration Enforcement asks that the premises licence is **revoked**.

Merely remedying the existing situation (for instance by the imposition of additional conditions or a suspension) is insufficient to act as a deterrent to the licence holder and other premises' licence holders from employing illegal workers and facilitating disqualified immigrants to work illegally.

This submission, together with the supporting evidence, provides the Licensing Sub-Committee with a clear and robust basis to **revoke** the licence.

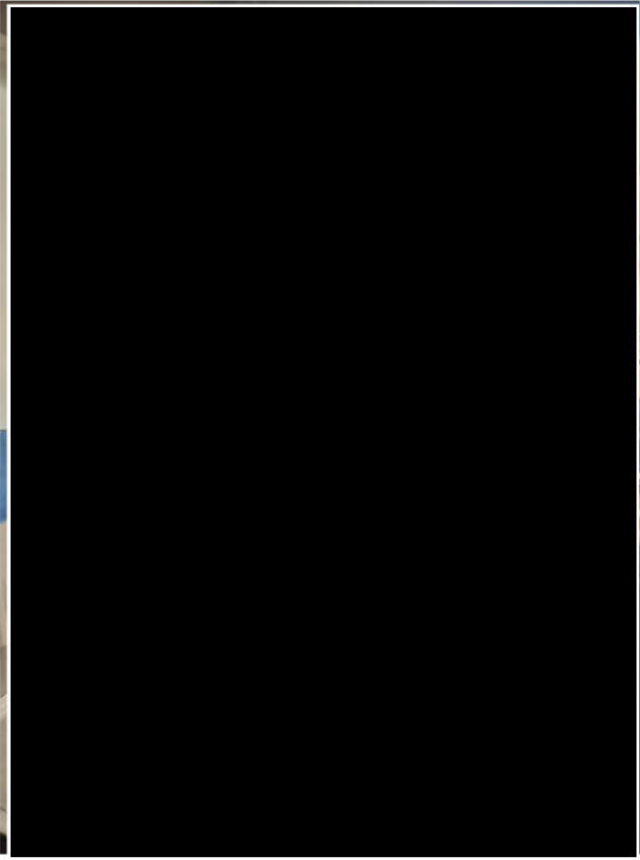
Appendix – Supporting Evidence

[REDACTED]

[REDACTED]

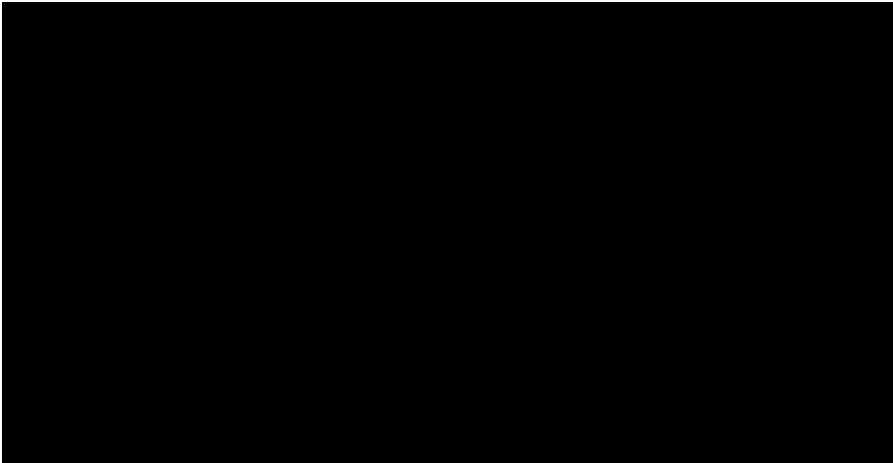
[REDACTED]

Encounter	
Details	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Languages	
Languages spoken	English
Interpreter used?	No
Encounter	
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
Where was the person located?	In the kitchen
Declared immigration status	Asylum
How and when did the subject last enter the UK?	N/A

[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED] [REDACTED]	
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Photo of Subject	
Do you want to take a photograph of the subject?	Yes
Powers used	Paragraph 18(2) Schedule 2 Immigration Act 1971
Photo of subject	 Photo

[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	

[REDACTED]	
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Language of Interview	
What language is the interview carried out in?	English
Interpreter used?	No
Obligation	
How long have you been working at this business?	5 months
What is your job role/ what are your duties?	Wash dishes and clean kitchen
What days/ hours do you work each week?	5 to 6 days a week, 5 hrs per day
Do you work the same hours/ days every week?	Yes
Control	
Who gave you this job (name and role in business)?	Gareth
Who tells you what days/ hours to work?	Gareth
Who tells you what tasks/ duties to do each day?	Gareth

Remuneration	
How are you paid (money, accommodation, food)?	Into my bank account,
If money, how much and how do you receive it?	Around £100 per month
Do you pay income tax or have a National Insurance number?	No I have problem
Pre-employment Checks	
What name does the employer know you as?	██████████
Did the employer check your right to work or immigration status before they offered you the job?	No I don't think so
Did you show documents or share a code with the employer to prove your right to work before being offered the job? If so, what did you show and were they originals?	I don't know
Does your employer know you're not allowed to work in the UK?	He knows yes
Additional Questions	
Are you safe and happy working here?	Yes
Photographs	
No photographs.	
Declaration	
I confirm that I have understood all the questions and that the details are true and correct.	
Interviewee signature (██████████ ██████████)	 02-10-2025 20:12:53

Observations	
Observations	Observed the individual in the kitchen cleaning and the individual has stated above he has been working here in the past 5 months
Do you suspect this person of illegal working?	Yes
[REDACTED]	
[REDACTED]	
[REDACTED]	

Illegal Working - Employer

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Employer	Gareth Lee
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Language of Interview

What language is the interview carried out in?	English
--	---------

Interpreter used?	No
-------------------	----

Employer Details

What is the name of the business?	Chef g's
-----------------------------------	----------

What are the Companies House and VAT numbers of the business?	My company is registered on companies house but don't have it now. Im not vat registered yet
---	--

What is your position here?	Owner
-----------------------------	-------

Declaration by Employer

I confirm that I have understood all the questions and that the details are true and correct.

Signed by Gareth Lee

[REDACTED]

02-10-2025 20:18:32

Employee - [REDACTED]	
Known to employer as	[REDACTED]
Obligation	
How long has the employee been working at this business?	April 2025
What is their job role/ duties?	Pot washing
What days/ hours do they work each week?	Tuesday - Saturday either mornings or evenings.
Are their days/ hours the same every week?	It depends on how busy we are. I could tell you.
do you keep records of how many hours he usually weeks	No i usually write down the hours he works on a piece of paper and chuck it afterwards
Control	
Who gave the employee this job?	I did, by all accounts he worked here before.
by all accounts what do you mean worked here before was there another business here	You'll have to ask [REDACTED] what the business was i don't know
Who tells them what tasks or duties to perform each day?	I do, or my other chef
Where are the employee records?	At home at my office at home
do you know you're required to check immigration status of employees working here	I thought because he had national insurance number he could work. Because he said he used to work here and had a national insurance I thought he could work
Remuneration	
What is the [REDACTED] given in return for their tasks and duties?	Cash or bac payment
If the payment includes money, how much is paid?	£12.50 an hour
Who pays this employee?	I do
Does HMRC know that this employee works at your business?	Yes, I assume so
Pre-employment Checks	
Did you check the right to work or immigration status before you offered the employee the job?	No, just saw his national insurance number
Did the employee share a digital code with you to enable you to check their right to work in the UK?	Just showed me a piece of paper with natonal insurance number on it

Did you ask to see any documents from the employee to demonstrate their right to work in the UK?	Yes
What documents did you ask to see and what were you shown before offering employment?	I asked him for his national insurance number as proof to work. It was a long time ago I have slept since then
When did you last check the employee's employment status?	Just when he started
Did you know that the employee was not allowed to work in the UK?	He didnt tell me, No, i thought he was fine because he said he used to work he before and live here.
Were you shown any originals?	Yeah ish I don't know it looked like. There was no way I wouldve of employed him if he couldn't work here.
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Licensing Act 2003
Premises Licence

PRM AS0634

LOCAL AUTHORITY



The Vale of Glamorgan Council

Civic Offices
Holton Road
Barry
Vale of Glamorgan
CF63 4RU

Licensing@valeofglamorgan.gov.uk

tel: 0300 123 6696

web: www.valeofglamorgan.gov.uk

Part 1 - Premises Details

POSTAL ADDRESS OF PREMISES, OR IF NONE, ORDNANCE SURVEY MAP REFERENCE OR DESCRIPTION

Tutti

Unit 1, The Esplanade, Penarth, Vale of Glamorgan, CF64 3AS.

Telephone 01633 682882

WHERE THE LICENCE IS TIME LIMITED THE DATES

Not applicable

LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

- a performance of live music
- any playing of recorded music
- provision of late night refreshment
- the supply of alcohol

THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

Activity (and Area if applicable)	Description	Time From	Time To
E. Performance of live music (Indoors)	Monday to Sunday	10:00am	Midnight
	New Years Eve	10:00am	1:00am
F. Playing of recorded music (Indoors)	Monday to Sunday	10:00am	Midnight
	New Years Eve	10:00am	2:00am
I. Late night refreshment (Indoors)	Monday to Sunday	11:00pm	12:30am
	New Years Eve	11:00pm	1:00am
J. Supply of alcohol for consumption ON and OFF the premises	Monday to Sunday	9:00am	1:00am
	New Years Eve	9:00am	2:00am

THE OPENING HOURS OF THE PREMISES

Description	Time From	Time To
Monday to Sunday	8:00am	2:00am

WHERE THE LICENCE AUTHORISES SUPPLIES OF ALCOHOL WHETHER THESE ARE ON AND / OR OFF SUPPLIES

- J. Supply of alcohol for consumption ON and OFF the premises



Licensing Act 2003
Premises Licence

PRM AS0634

Part 2

NAME, (REGISTERED) ADDRESS, TELEPHONE NUMBER AND EMAIL (WHERE RELEVANT) OF HOLDER OF PREMISES LICENCE

Richard Hayward

REGISTERED NUMBER OF HOLDER, FOR EXAMPLE COMPANY NUMBER, CHARITY NUMBER (WHERE APPLICABLE)

**NAME, ADDRESS AND TELEPHONE NUMBER OF DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE
AUTHORISES THE SUPPLY OF ALCOHOL**

Edmond BIBA

**PERSONAL LICENCE NUMBER AND ISSUING AUTHORITY OF PERSONAL LICENCE HELD BY DESIGNATED PREMISES SUPERVISOR
WHERE THE PREMISES LICENCE AUTHORISES FOR THE SUPPLY OF ALCOHOL**

Licence No. 1601370LAPENW

Issued by Stroud



ANNEXES

ANNEX 1 - MANDATORY CONDITIONS

No supply of alcohol may be made under the premises licence:

- At a time when there is no designated premises supervisor in respect of the premises licence.
- At a time when the designated premises supervisor does not hold a personal licence or his personal licence is suspended.

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

New Mandatory Conditions 2010- On Sales of Alcohol

1.
 - 1) The responsible person shall take all reasonable steps to ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.
 - 2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises in a manner which carries a significant risk of leading or contributing to crime and disorder, prejudice to public safety, public nuisance, or harm to children
 - a. games or other activities which require or encourage, or are designed to require or encourage, individuals to
 - i. drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
 - ii. drink as much alcohol as possible (whether within a time limit or otherwise);
 - b. provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic (other than any promotion or discount available to an individual in respect of alcohol for consumption at a table meal, as defined in section 159 of the Act);
 - c. provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less;
 - d. provision of free or discounted alcohol in relation to the viewing on the premises of a sporting event, where that provision is dependent on
 - i. (i)the outcome of a race, competition or other event or process, or
 - ii. (ii)the likelihood of anything occurring or not occurring;
 - e. (e)selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner.
2. The responsible person shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).
3. The responsible person shall ensure that free tap water is provided on request to customers where it is reasonably available.
4. (1) The premises licence holder or club premises certificate holder shall ensure that an age verification policy



ANNEXES continued ...

applies to the premises in relation to the sale or supply of alcohol.

(2) 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 a holographic mark.

5. The responsible person shall ensure that

(a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures

(i) beer or cider: ½ pint;

(ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and

(iii) still wine in a glass: 125 ml; and

(b) customers are made aware of the availability of these measures

New Mandatory Condition 2014

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(a);

(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 authorises a supply of alcohol under such a licence;

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

(e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994(b).

ANNEX 2 - CONDITIONS CONSISTENT WITH THE OPERATING SCHEDULE

Installation of CCTV on the premises.

A Challenge 25 scheme shall be in operation on the premises.

No children on the premises unless accompanied with adult supervision.

ANNEX 3 - CONDITIONS ATTACHED AFTER A HEARING BY THE LICENSING AUTHORITY



ANNEXES continued ...

N/A

ANNEX 4 - PLANS

N/A



Christina Hill
Head of Shared Regulatory Services



To Licencing Review

I am writing to you in respect to the premises licence review against our licence PRM – AS0634

Richard Hayward is the owner of the property Unit 1, Beachcliff, The Esplanade, Penarth, CF64 3AS. It is a seasonal seaside restaurant

As the business is seasonal with operators changing each year then the owner of the property Richard Hayward holds the premises licence to enable continuation of licence while allowing variation of Business Name and DPS. Richard Hayward holds other premises licences for his other properties that are leased out to tenants without any issues.

Richard Hayward then rents Unit 1, Beachcliff, The Esplanade, Penarth out to catering operators on a lease

The tenant who rents the property for an agreed period acts as the DPS for the business during that period.

Richard Hayward was the landlord to Gareth Lee as well as the holder of the Premises Licence. I live above the premises and closely monitor all 3 tenants on the ground floor. He left abruptly without notice on the 24th November 2025. He left with numerous debts. We knew nothing about the immigration inspection until we learnt that he had been fined £45000. This is obviously the reason why he left.

Gareth Lee is a difficult man and we often fell out over the period of the lease. As a tenant, he could and did tell me to remove myself from the premises which I was obliged to do. I cannot control who he may employ and it would be very difficult for me to do that bearing in mind we have over 70 tenants in commercial properties.

In your “case summary”, it states “On 02 October 2025 the Wales and West of England (Cardiff) Immigration, Compliance and Enforcement (ICE) team visited Tutti, Unit 1, The Esplanade, Penarth, CF64 3AS, after intelligence was received that the business was employing illegal

workers". This is an incorrect statement as Tutti was not the tenant during this period. The tenant during this visit was Gareth Lee personally. See Lease attached.

In your "Corporate Associations and Company Details", On reviewing Companies House Filings, there are no reference to Richard Hayward or the owners of Tutti, Edmond Biba and Nita Michaela Rodica, being involved with Gareth Lee's Businesses and neither was Richard Hayward, as Landlord, ever approached to allow Gareth Lee to trade under a Limited Company. We even wrote to the Home Office department involved with the Gareth Lee debt and told them that he held the lease in his personal name and they never replied. They could have pursued Gareth Lee personally, but never did.

For the record, the current tenant "Tutti" and Landlord / Owner Richard Hayward has no association with Chef G's Seafood and Grill Ltd and never knew of its existence until after he left the premises.

Tutti operates under a new lease which runs from February 2026 to October 2026 which is outside the Enforcement Visit of 2nd October 2025 when the tenant was Gareth Lee.

Please find lease attached between Richard Leighton Hayward and Edmond Biba and Nita Michaela Rodica, signed on the 28th February 2026.

In your "Outcome Sought", it is implying that Tutti is the company being penalised for the actions of a different company "Chef G's Seafood and Grill Ltd. This is not correct as the company was not the Tenant at the time of your investigation. The tenant was Gareth Lee.

Best Regards

Richard Hayward

Richard Hayward Properties

DATED

1st April 2025

RICHARD LEIGHTON HAYWARD (1)

GARETH CHRISTOPHER LEE)

and

BEACHCLIFF MANAGEMENT COMPANY LIMITED (3)

UNDERLEASE

RESTAURANT , THE ESPLANADE, PENARTH, CF64 3AS

C:4785670v3

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PLANS

Plan 1	The Building
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Plan 6 –	The Commercial Units

PRESCRIBED CLAUSES

LR1. Date of lease

1st April 2025

LR2. Title number(s)

LR2.1 Landlord's title number(s)

[REDACTED]

None

LR3. Parties to this lease

Landlord

RICHARD LEIGHTON HAYWARD

[REDACTED]

Tenant

GARETH CHRISTOPHER LEE ,

[REDACTED]

[REDACTED]

Other parties

BEACHCLIFF MANAGEMENT COMPANY LIMITED

BEACHCLIFF, THE ESPLANADE, PENARTH CF64 3AS

COMPANY REGISTERED NUMBER10136490

LR4. Property

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

See the definition of "Property" in clause 1.1 of and Schedule 1 to this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

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

LR7. Premium

Nil.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements granted in clause 4.1 and set out in Schedule 2 to this lease.

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

The easements reserved in clause 5 and set out in Schedule 3 to this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The parties to this lease apply to enter the following standard form of restriction against the title of the Property. No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Richard Leighton Hayward of [REDACTED]

[REDACTED] or his conveyancer that the provisions of paragraph 9.6 of schedule 4 to a lease of the Property dated [REDACTED] have been complied with.

THIS LEASE is dated 1st April 2025

PARTIES

(1) RICHARD LEIGHTON HAYWARD of [REDACTED]
(Landlord).

(2) Gareth Christopher Lee [REDACTED]

(3) BEACHCLIFF MANAGEMENT COMPANY LIMITED whose registered company number is 10136490 and whose registered office is at 3 Beachcliff, The Esplanade, Penarth CF64 3AS (Company)

BACKGROUND

- (A) The Landlord is entitled to possession of the Property under the terms of the Superior Lease (a copy of which has been given to the Tenant).
- (B) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. INTERPRETATION

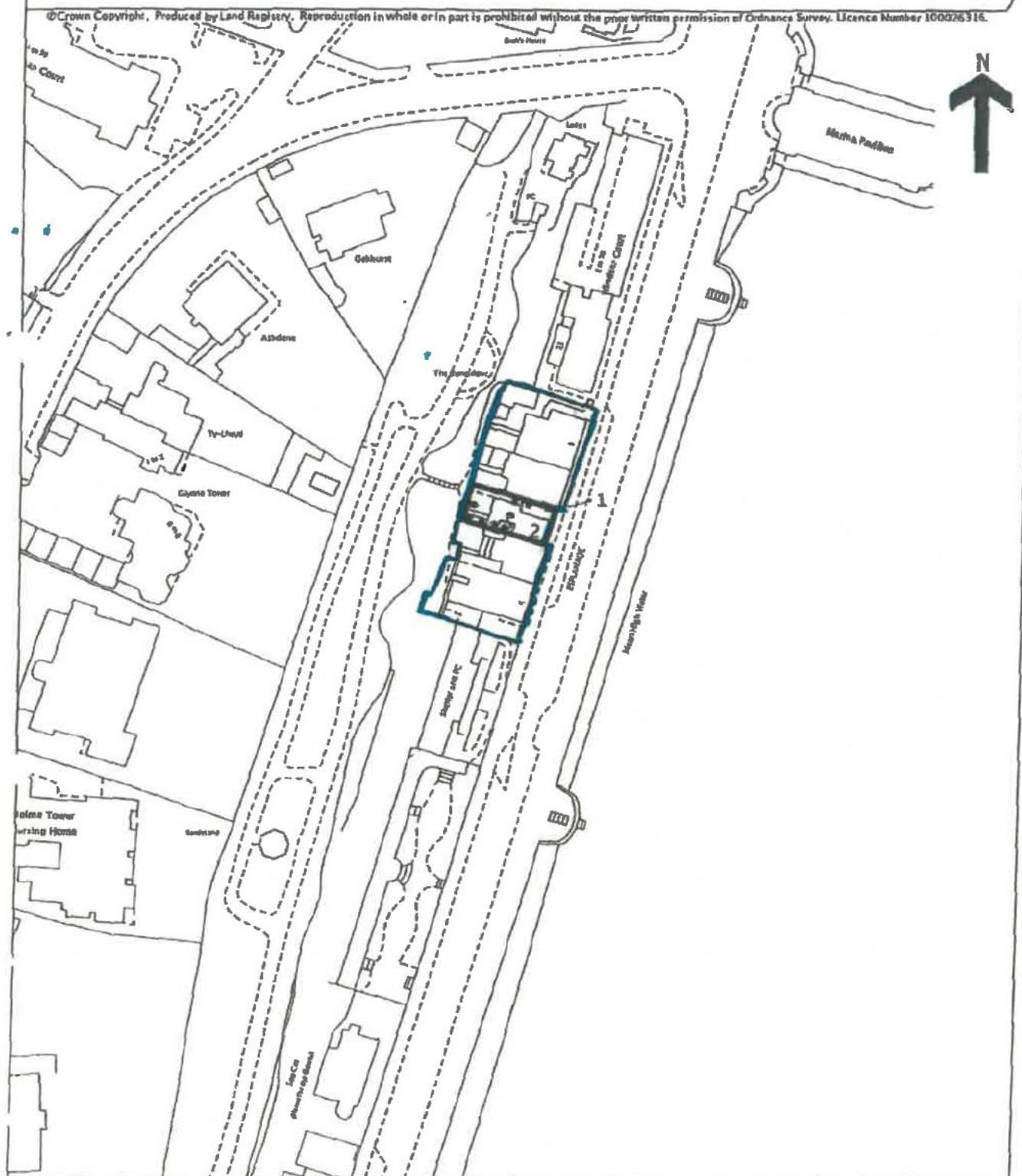
The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Ordnance Survey map reference **SI 18/13E**
 Scale **1:1250**
 Administrative area **The Vale of Glamorgan /**
Bro Morgannwg

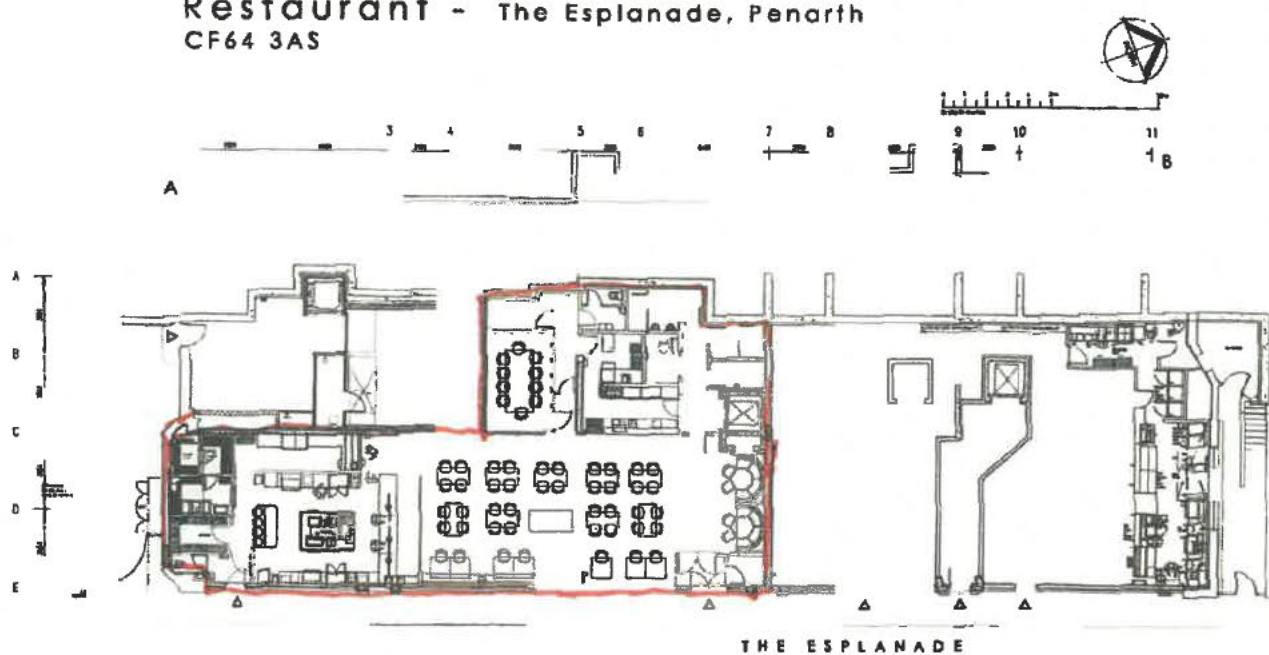


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Restaurant - The Esplanade, Penarth CF64 3AS



Ground Floor

Accounting Period: means 25th December to 24th December in each year.

Annual Rent: The rent from the 1st March 2025 until 28 Feb 2026 is [REDACTED] per annum plus VAT with one month rent free. The rent from 1st March 2026 until the end of the term is [REDACTED] per annum plus VAT. Rent is payable on the 1st of each month.

Building: the land and building known as Beachcliff Penarth registered at HM Land Registry with title numbers [REDACTED] and [REDACTED] shown edged in blue on Plan 1.

Commercial Tenants: the tenants or occupiers for the time being of the Commercial Units.

Conditions for Entry: the conditions to which any right to enter granted in Schedule 2 or excepted and reserved by Schedule 3 is subject, namely that the right shall be subject to the person exercising the right:

- (a) effecting entry at a reasonable time (or at any time in an emergency);
- (b) giving reasonable notice to the person whose premises are being entered (except in the case of emergency when no notice is required);
- (c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- (d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

Default Interest Rate: 4% per annum above the base rate from time to time of the Bank of England or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.

Flats: any premises forming part of the Building that are capable of being let and occupied as a single private dwelling (except the Property, and the Retained Parts).

Flat Tenants: the tenants for the time being of the Flats which are let on leases granted for an original term of over 21 years.

Insurance Rent:

- (a) the Tenant's Proportion of the cost of any premiums (including any IPT) and any fees and other expenses that the Superior Landlord reasonably incurs, in effecting and maintaining insurance of the Building in accordance with its obligations under paragraph 2 of Schedule 6 to the Superior Lease including any professional fees for carrying out any insurance valuation of the Reinstatement Cost;
- (b) the cost of any additional premiums (including any IPT) and loadings that may be demanded by the Superior Landlord's insurer as a result of any act or default of the Tenant, any undertenant, their workers, contractors or agents or any person at the Property with the express or implied authority of any of them.

Insured Risks: fire, explosion, lightning, earthquake, storm, flood, tidal inundation bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Superior Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interim Service Charge: means the Tenant's Proportion of the Company's reasonable estimate of the Service Costs for the first year of the Term as notified to the Tenant.

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Landlord Covenants: the covenants on the part of the Landlord set out in Schedule 6.

Payment Dates: 1st Day of each month in each year during the Term save and except in the first 12 months of the term the rent can be paid weekly in instalments on each Monday by standing order

Permitted Use: as a restaurant within classes A3 of the Town and Country Planning (Use Classes) Order 1987;

Plan 1, Plan 2: the plan attached to this lease and respectively so marked.

Property: the parts of the Building known as 2,3,4 Beachcliff , The Esplanade, Penarth, CF64 3AS, the floor plan of which is shown edged red on Plans 2 and (inclusive) as described in Schedule 1.

Regulations: the covenants on the part of the Tenant set out in Schedule 5.

Reinstatement Cost: the full cost of reinstatement of the Building as reasonably determined by the Landlord from time to time, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Building that may be required by law and any VAT on any such costs, fees and expenses.

Rent Commencement Date: 1st March 2025

Rent Payment Dates: The First day of each month. Save as agreed in the payment Date Clause on Page 5 Commencing on the 1st March 2025.

Reservations: the rights excepted and reserved to the Landlord in clause 5 and listed in Schedule 3.

Retained Parts: all parts of the Building other than the Property the Commercial Units and the Flats including:

- (a) the main structure of the Building including the roof and roof structures, the foundations, the external walls and internal load bearing walls, the structural timbers, the joists and the guttering;
- (b) all parts of the Building lying below the floor surfaces or above the ceilings;
- (c) all external decorative surfaces of:
 - (i) the Building;
 - (ii) external doors;
 - (iii) external door frames; and
 - (iv) external window frames;
- (d) the Common Parts
- (e) service risers and ducts;
- (f) the Service Media at the Building which do not exclusively serve either the Property or any of the Commercial Units or the Flats; and
- (g) all gates boundary walls fences and railings of the Building .
- (h) any CCTV apparatus

- (j) door entry systems

Rights: the rights granted by the Landlord to the Tenant in clause 3 and listed in Schedule 2.

Service Charge: the Tenant's Proportion of the Service Costs.

Service Costs: the total of:

- (a) all of the costs reasonably and properly incurred or reasonably and properly estimated by the Company or the Landlord to be incurred of:
 - (i) performing the Services Obligations; and
 - (ii) complying with all laws relating to the Retained Parts;
- (b) the reasonably and properly incurred costs fees and disbursements of any managing agent or other person retained by the Company or the Landlord to act on the Company or the Landlord's behalf in connection with the Building or the provision of the Services; and
- (c) all rates, taxes, impositions and outgoings payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building).

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

Services Obligations: the obligations set out in Schedule 7.

Superior Landlord: the landlord for the time being of the Superior Lease.

Superior Landlord's Covenants: the obligations in the Superior Lease to be observed by the Superior Landlord.

Superior Lease: the lease by virtue of which the Landlord holds the Property, which is dated and made between Richard Leighton Hayward and Karen Maxine Athay (1) Richard Leighton Hayward (2) and Beachcliff Management Company Limited (3) and any documents made supplemental to it.

Superior Rent: the annual rent payable by the Landlord under the Superior Lease.

Tenant Covenants: the covenants on the part of the Tenant set out in Schedule 4 and the Regulations.

Tenant's Proportion: such fair and reasonable proportion as the Landlord may notify to the Tenant from time to time.

Term: a term of 5 years from and including 1st March 2025.

Term Commencement Date: ^{Five years from 1st March 2025 RHH GL} ~~The date of this lease:~~

[^]
Third Party Rights: all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property register and the charges register (excluding legal charges) of title numbers [REDACTED]

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

- 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, 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 the Tenant's personal representatives, successors in title and assigns.
- 1.4 A reference to the **Superior Lease** is a reference to the superior lease and any deed, licence, consent, approval or other instrument supplemental to it. A reference to this lease, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.5 A reference to the **Superior Landlord** includes a reference to the person entitled to the immediate reversion to the Superior Lease. A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.6 Save as provided in clause 14, 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.
- 1.7 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Wales.
- 1.8 Any obligation in this lease on the Tenant not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

- 1.9 Unless the context otherwise requires, references to the **Building, the Common Parts, the Flats, the Commercial Units, the Property and the Retained Parts** are to the whole and any part of it or them.
- 1.10 References to **Rent** are to the rent first reserved under this lease but references to **rents** include all sums payable as rent under this lease.
- 1.11 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.13 A reference to **writing or written** excludes fax and e-mail.
- 1.14 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.15 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.16 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.17 A reference to the **end of the term** is to the end of the term however it ends.
- 1.18 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.19 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

- 1.20 References to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Permitted Use for the Term.
- 2.2 The grant is made together with the Rights, excepting and reserving the Reservations, and subject to the Third Party Rights.
- 2.3 The grant is made in consideration of the Tenant covenanting to pay the Landlord the following sums as rent:
- (a) the Rent;
 - (b) the Insurance Rent;
 - (c) the Service Charge;
 - (d) all interest payable under this lease; and
 - (e) all other sums due under this lease.

3. ANNUAL RENT

- 3.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by 12 equal instalments in advance on or before the Rent Payment Dates subject to the variation to pay rent weekly under the Payment Dates at a rate of [REDACTED] per month inclusive of VAT. 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.
- 3.2

THE RIGHTS

4. The Landlord grants the Tenant the Rights for all purposes connected with the Permitted Use of the Property, but in each case subject to complying with any Regulations relating to that Right.
- 4.1
- 4.2 The Rights are granted subject to the Third Party Rights and in so far as the Landlord is able to grant them and in common with:

- (a) the Landlord, the Superior Landlord and all persons authorised by either of them; and
- (b) the Flat Tenants.

4.3 The Tenant shall not be deemed to have acquired any other easement or right over the Building or any neighbouring property other than the Rights and section 62 of the Law of Property Act 1925 shall not apply to this lease.

5. THE RESERVATIONS

5.1 The Reservations are excepted and reserved from this lease for the benefit of the Building and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord and/or the Superior Landlord acquires an interest during the Term.

5.2 The Reservations may be exercised by the Landlord and/or the Superior Landlord notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts.

5.3 The Reservations shall be construed as extending to the Superior Landlord, the Landlord and the Company and all persons authorised by the Superior Landlord and/or the Landlord (and by the Company in connection with the performance of the Company's obligations hereunder) or otherwise entitled to exercise the Reservations.

6. TENANT COVENANTS

The Tenant covenants:

- (a) with the Landlord and as a separate covenant with the Company to observe and perform the Tenant Covenants; and
- (b) with the Landlord and as a separate covenant with each of the Company and the Flat Tenants to observe and perform the Regulations.
- (c) with the Landlord to observe and perform the tenant covenants in the Superior Lease (insofar as they relate to the Property and rights granted to the Tenant), except the covenants to pay the rents reserved by the Superior Lease.
- (d) with the Superior Landlord and its successors in title in their own right to observe and perform:

- (i) the tenant covenants in this lease and any document that is collateral to it; and
- (ii) the tenant covenants in the Superior Lease (insofar as they relate to the Property and rights granted to the Tenant), except the covenants to pay the rents reserved by the Superior Lease.

7. LANDLORD AND COMPANY COVENANTS

- 7.1 Subject to clause 3, the Landlord covenants with the Tenant to observe and perform the Landlord Covenants.
- 7.2 Subject to clause 6.3 the Company covenants with the Landlord and the Tenant to observe and perform the Services Obligations.
- 7.3 The Landlord and the Company shall not be liable to the Tenant for any failure or interruption in the Services where the failure or interruption is outside the Landlord's or the Company's reasonable control.
- 7.4 In the event of the Company failing to perform the Services Obligations the Landlord shall be entitled but not obliged to perform all or any of the Services Obligations itself and in that event the costs so incurred by the Landlord shall be payable on demand by the Company or failing payment by the Company within 14 days of demand the Tenant's Proportion of such costs shall be payable by the Tenant to the Landlord on demand.

8. RE-ENTRY

- 8.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
- (a) any Rent, Insurance Rent, Service Charge or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable;
 - (b) any breach of any of the Tenant Covenants.
- 8.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

9. INSURANCE

- 9.1 The Landlord shall use reasonable endeavours to procure that the Superior Landlord complies with the covenants imposed on it regarding insurance contained in the Superior Lease save to the extent that the policy of insurance has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or its workers, contractors or agents or any person on the Property with the actual or implied authority of any of them. Neither the Superior Landlord nor the Landlord shall be obliged to insure any part of the Property installed by the Tenant.
- 9.2 Notwithstanding that the Tenant is obliged to pay the Insurance Rent in respect of the Insured Risks, the Landlord may also insure against:
- (a) its public liability in respect of the Common Parts; and
 - (b) three year's loss of Annual Rent to the extent that the Annual Rent exceeds the Tenant's Proportion of the Superior Rent.
- 9.3 The Tenant shall pay to the Landlord on demand:
- (a) the Insurance Rent and a sum equivalent to the premium payable by the Landlord in respect of any costs that it incurs under clause 9.2(b) together with any insurance premium tax payable;
 - (b) the Tenant's Proportion of any amount that is deducted or disallowed by the Superior Landlord's insurers pursuant to any excess provision in the insurance policy; and
 - (c) the Tenant's Proportion of any costs that the Superior Landlord incurs in obtaining a valuation of the Building for insurance purposes; and
 - (d) a fair proportion of any costs that Landlord incurs under clause 9.2(a).

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

- 9.4 The Tenant shall:
- (a) immediately inform the Landlord and the Superior Landlord if 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 Building and shall give the Landlord and the Superior Landlord notice of that matter and shall also immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what

terms to insure or to continue the insurance referred to in clause 9.2 of this lease and shall give the Landlord notice of that matter;

- (b) not do or omit anything as a result of which:
 - (i) any policy of insurance of the Building or any neighbouring property or in respect of the Landlord's covenant under clause 9.2(a) of the lease may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) (unless the Tenant has previously notified the Landlord and the Superior Landlord and has paid any increased or additional premium) 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 use by the Tenant of the Common Parts;
- (d) immediately inform the Landlord and the Superior Landlord of the occurrence of any damage or loss relating to the Building arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Building and shall give the Landlord and the Superior Landlord notice of that damage or loss.
- (e) not effect any insurance of the Property (except any plate glass at the Property) but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Superior Landlord; and
- (f) pay the Superior Landlord an amount equal to any insurance money that the insurers of the Building refuse to pay (in relation to the Building) by reason of any act or omission of the Tenant, its workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them. The Tenant shall do likewise if the Landlord is similarly refused any insurance money in respect of its insurance under clause 9.2 of this lease.

- 9.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or if the Common Parts are damaged or destroyed by an Insured Risk so as to make the Property inaccessible or unusable then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, or its workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the soonest of one of the following:

- (a) the date that the Property has been reinstated and made fit for occupation and use or the Common Parts have been reinstated so as to make the Property accessible or usable (as the case may be);
 - (b) the end of three years from the date of damage or destruction; and
 - (c) the end of the period of suspension of the payment of the Superior Rent under the Superior Lease.
- 9.6 If, following damage to or destruction of the Property, the Superior Lease is determined in accordance with the provisions of the Superior Lease, the Landlord shall notify the Tenant of this no later than five working days after:
 - (a) receipt by the Landlord of the Superior Landlord's notice to determine; or
 - (b) service by the Landlord of the notice to determine the Superior Lease on the Superior Landlord.

On the same date, the Landlord shall send to the Tenant a certified copy of the notice to determine and any accompanying correspondence that the Landlord has sent to or received from the Superior Landlord. The determination of this lease under this clause 9.6 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 effected by the Superior Landlord under the terms of the Superior Lease shall belong to the Superior Landlord and any proceeds of the insurance effected by the Landlord under clause 9.2 of this lease shall belong to the Landlord.

- 9.7 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property or the Common Parts by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use or the Common Parts have not been reinstated so as to make the Property accessible or useable within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance effected by the Superior Landlord under the terms of the Superior Lease shall belong to the Superior Landlord. Any proceeds of the insurance effected by the Landlord under clause 9.2 of this lease shall belong to the Landlord.
- 9.8 Any dispute arising regarding this clause 9 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall

consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

10. SET-OFF

The Rent, Insurance Rent, Service Charge and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. CONSENTS AND APPROVALS

11.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.

11.2 No consent given by the Landlord under this lease shall imply that any consent required from a third party has been given and shall not obviate the need to obtain any consent required from a third party.

11.3 Where the consent of the Superior Landlord is required under this lease, a consent shall only be valid if it would be valid as a consent given under the Superior Lease. Where the approval of the Superior Landlord is required under this lease, an approval shall only be valid if it would be valid as an approval given under the Superior Lease.

11.4 Where the Tenant requires the consent or approval of the Superior Landlord to any act or omission then, subject to the provisions of clause 11.3, the Landlord shall at the cost of the Tenant use all reasonable endeavours to obtain that consent or approval.

12. DISPUTES BETWEEN TENANTS

Save for any dispute arising under clause 9, any dispute between the Tenant and the Flat Tenants in relation to this lease, including any payment of costs, shall be resolved by the Landlord (or such other person as the Landlord shall appoint) whose decision shall be final and binding on the Tenant except on questions of law.

13. DISPUTES UNDER THE SUPERIOR LEASE

Notwithstanding the other terms of this lease, if any dispute, issue, question or matter arising out of or under or relating to the Superior Lease also affects or relates to the provisions of this lease, the determination of that dispute, issue, question or matter pursuant to the provisions of the Superior Lease is to be binding on the Tenant as well as the Landlord for the purposes both of the Superior Lease and this lease provided

that this provision is not to apply to the provisions for the review of rent payable under this lease.

14. JOINT AND SEVERAL LIABILITY

14.1 Where the Landlord or the Tenant comprises more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease.

14.2 The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

15. ENTIRE AGREEMENT

15.1 This lease and any documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

15.2 Each party acknowledges that in entering into this lease and any documents annexed to it does not rely on any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that the Landlord's legal advisors have given to any written enquiries raised by the Tenant's legal advisors before the date of this lease.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

16. NOTICES

16.1 A notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause a fax or an e-mail is not in writing;
- (b) given to the Landlord by:
 - (i) leaving it at the Landlord's address given in clause 16.5; or
 - (ii) sending it by pre-paid first-class post or other next working day delivery service at the Landlord's address given in clause 16.5;
- (c) given to the Tenant by:

- (i) leaving it at the Property; or
 - (ii) sending it by pre-paid first-class post or other next working day delivery service at the Property.
 - (d) given to the Company by:
 - (i) leaving it at the Company's address given in clause 16.5; or
 - (ii) sending it by pre-paid first-class post or other next working day delivery service at the Company's address given in clause 16.5;
- 16.2 If a notice is given in accordance with clause 16.1, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 16.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 16.5 (a) The Landlord's address for service is [REDACTED]
[REDACTED] or such other address as the Landlord may notify to the Tenant from time to time.
- (b) The Company's address for service is 3 Beachcliff, The Esplanade, Penarth CF64 3AS or such other address as the Company may notify to the Tenant from time to time.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Save as provided in clause 5(b) a person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

18. VAT

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant to the Landlord.

19. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales but to the extent that there is any conflict between the laws of England and Wales or between the manner in which such laws are applied in England and in Wales the laws of Wales or of England and Wales as applied in Wales shall prevail.

20. JURISDICTION

Save for any dispute arising under clause 9, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

21. LAND REGISTRY

The parties apply to the Registrar for the entry against the Tenant's title to the Property of a restriction in the following terms:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 9.6 of Schedule 4 to a Lease dated between Richard Leighton Hayward and Karen Maxine Athay (1) and Richard Leighton Hayward (2) have been complied with."

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

Schedule 1 The Property

The part of the Building known as the Chef G's, The Esplanade, Penarth, CF64 3AS, the floor plan of which is shown edged in red on Plans 2

- (a) the internal plaster, plasterboard and surface finishes of all walls;
- (b) the whole of any internal, non-load bearing walls that are entirely within the Property;
- (c) the inner half (severed medially) of the non-load bearing walls dividing the Property from any other parts of the Building;
- (d) the floor screed or other floor surfaces above the joists or other structural floor supports supporting them;
- (e) the ceiling plaster, plasterboard or other ceiling surface below the joists or other structural ceiling supports supporting them;
- (f) the doors and windows and their frames, fittings and glass;
- (g) all Service Media exclusively serving the Property;
- (h) all Landlord's fixtures and fittings in the Property; and
- (i) all additions and improvements to the Property;

2. The Property shall not include any of the Retained Parts.

Schedule 2 The Rights

1. SHELTER AND PROTECTION

The right of support, shelter and protection from other parts of the Building, to the extent existing at the date of this lease.

2. ACCESS TO AND FROM THE PROPERTY

A right of way for the Tenant and all persons authorised by the Tenant at all times on foot only, or with vehicles where appropriate, over and along those parts of the Common Parts which afford access to and egress from the Property for the purpose of access to and egress from the Property and for all purposes connected with the exercise of the Rights.

3 ACCESS TO OTHER PARTS OF THE BUILDING

The right to enter other parts of the Building with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to inspect or carry out any works to the Property required or permitted by this lease but at all times subject to compliance with the Conditions for Entry.

Schedule 3 The Reservations

1. SHELTER AND PROTECTION

All rights of support, shelter and protection from the Property to the extent those rights are capable of being enjoyed at any time during the Term.

2. LIGHT AND AIR

All rights of light and air to the extent those rights are capable of being enjoyed at any time during the Term.

3. SERVICE MEDIA

The right to use and to connect into any Service Media at the Property which serve other parts of the Building and which are in existence at the date of this lease or are installed or constructed during the period of eighty years from the commencement of the Term.

4. ACCESS TO THE PROPERTY

Subject to compliance with the Conditions for Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:

- (a) to inspect or carry out works to the Retained Parts or the Commercial Units or the Flats;
- (b) to inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Building;
- (c) to inspect the state of repair and condition of the Property (following which the Landlord may give the Tenant notice of any breach of the Tenant Covenants relating to the repair or condition of the Property);
- (d) to carry out any works needed to remedy the breach set out in any notice served under paragraph 4(c) if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice;
- (e) for any other purpose mentioned in or connected with this lease, the Reservations or the Landlord's interest in the Building.

5. DEVELOPMENT

The full and free right at any time during the Term to develop any part of the Building (other than the Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit).

6. ALTERATION AND SUSPENSION OF RIGHTS

- 6.1 The right to re-route and replace any Service Media at the Building over which Rights are granted.

7. ERECTION OF SCAFFOLDING

- 7.1 The right to erect scaffolding at the Building where reasonably necessary in connection with the exercise of the Reservations and/or performance of the Landlord's and or the Company's obligations under this Lease.

Schedule 4 Tenant Covenants

1. RENT

- 1.1 To pay the Rent to the Landlord in advance in accordance with clause 3.

2. SERVICE CHARGE

- 2.1 To pay the Company the estimated Service Charge for each Accounting Period by direct debit or bankers standing order in advance by equal quarterly instalments on the Payment Dates in each year of the Term and on the Balancing Payment Date balancing payment due in relation to the Service Charge for the previous Accounting Period.

- 2.2 On the date of this Lease to pay to the Company in relation to the first Accounting Period a sum equivalent to the Interim Payment or an apportioned amount for the period from the date of this Lease to (but excluding) the next Payment Date.

3. INTEREST ON LATE PAYMENT

To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Rent, Insurance Rent, Service Charge or other payment due under this lease and not paid within 14 days of the date it is due. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

4. RATES AND TAXES

- 4.1 To pay all present and future rates, taxes and other impositions and outgoings 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:-
 - (i) the reversion to this lease; and
 - (ii) the Landlord's interest in the Superior Lease;
- (b) any taxes payable by the Superior Landlord in connection with any dealing with or disposition of the reversion to the Superior Lease; or
- (c) any taxes, other than VAT and insurance premium tax, payable by the Landlord or the Superior Landlord or by reason of the receipt of any of the rents due under this lease or the Superior Lease.

- 4.2 If such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property (including another part of the Building), the Tenant shall pay a fair proportion of the total.
- 4.3 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 and the Superior Landlord.
- 4.4 If, after the end of the term, either the Landlord or the Superior 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 or the Superior Landlord, as appropriate, an amount equal to the relief or exemption that has been lost.

5. UTILITIES

- 5.1 To 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.
- 5.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

6. COSTS

To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) reasonably and properly incurred by the Landlord (both during and after the end of the Term) in connection with or in contemplation of any of the following:

- (a) the enforcement of any of the Tenant Covenants;
- (b) preparing and 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) preparing and serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) preparing and serving any notice under paragraph 4(c) of Schedule 3; or
- (e) any consent applied for under this lease, whether or not it is granted (except to the extent that the consent is unreasonably withheld or delayed by the

Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent).

7. ALTERATIONS

- 7.1 Not to make any external or structural alteration or addition to the Property or make any opening in any boundary of the Property or cut or maim any structural parts of the Building.
- 7.2 Not to make any internal, non-structural alteration or addition to the Property, or alteration to the plan, design or elevation of the Property, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 7.3 Not to install, alter the route of, damage or remove any Service Media at the Property, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

8. ASSIGNMENT AND UNDERLETTING

- 8.1 Not to assign or charge part only of this lease or underlet or part with possession of the whole or any part of the Property.
- 8.2 Not to assign the whole of this lease without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) or of the Superior Landlord in accordance with the Superior Lease.
- 8.3 Not to assign the whole of this lease without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) or of the Superior Landlord in accordance with the Superior Lease.
- 8.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to any or all of the following conditions:

(a) a condition that the assignor 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;

(iv) requires (in the event of a disclaimer of liability of this lease) the assignor 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 in the form set out in the Schedule (with such amendments and additions as the Landlord may reasonably require).

8.5 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 of the following circumstances exist at the date of the Tenant's application for consent to assign the lease:

- (a) the Annual Rent or any other money due under this lease is outstanding or there is a material breach of covenant by the Tenant that has not been remedied;
- (b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.

8.6 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.

8.7 Within one month of any assignment or charge, or any other devolution of title to this lease or the Property to serve notice on the Landlord or (if required by the Landlord) the Landlord's solicitors giving details and to:

- (a) provide a certified copy of the transfer or other instrument of devolution of title; and

- (b) pay the Landlord's or the Landlord's solicitor's, reasonable registration fee which shall be no less than Fifty Pounds plus VAT in respect of each document produced together with any registration fee payable by the Landlord under the Superior Lease.

9.6 On completion of any assignment of this Lease to resign from its membership of the Company and to procure that the assignee shall upon completion of such assignment apply to the Landlord to become a member of the Company.

9. REPAIR AND DECORATION

9.1 To keep the Property in good repair and condition throughout the Term (provided that the Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person at the Property with the express or implied authority of any of them).

9.2 To renew and replace from time to time all Landlord's fixtures and fittings at the Property which may become beyond repair at any time during the Term.

9.3 As often as is reasonably necessary and at least every five years, to decorate or treat as appropriate all parts of the inside of the Property that are usually decorated or treated in a good and proper manner, using good quality, suitable materials that are appropriate to the Property and in the last year of the Term to use materials, designs and colours approved by the Landlord.

10. COMPLIANCE WITH LAWS AND NOTICES

10.1 To comply with all laws relating to the Property, its use by the Tenant and any works carried out at it.

10.2 To comply with all laws relating to the use of the Retained Parts by the Tenant.

10.3 To carry out all works that are required under any law to be carried out at the Property (without prejudice to any obligation on the Tenant to obtain any consent under this lease).

10.4 Within one week after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) to:

- (a) send a copy of the relevant document to the Landlord; and
- (b) in so far as it relates to the Property or the Tenant's use of the Retained Parts, 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 reasonably require.

11. NOTIFY DEFECTS

To give notice to the Landlord of any defect in or want of repair or damage to the Property or Building for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

12. THIRD PARTY RIGHTS

- 12.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property (and the exercise by the Tenant of the Rights) and not do anything (even if otherwise permitted by this lease), that may interfere with any Third Party Right.
- 12.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

13. REMEDY BREACHES

- 13.1 If the Landlord has given the Tenant notice of any breach of any of the Tenant Covenants relating to the repair or condition of the Property under paragraph 4(c) of Schedule 3, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.
- 13.2 If the Tenant has not begun any such works within the time specified in the notice or is not carrying out the works with due speed or has not completed such works to the reasonable satisfaction of the Landlord, to permit the Landlord (without prejudice to the Landlord's other rights in this lease) and all persons authorised by him, to enter the Property and carry out the works needed.
- 13.3 To pay to the Landlord on demand the costs properly incurred by the Landlord in carrying out any works pursuant to this clause (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

14. PERMIT ENTRY

To permit all those entitled to exercise any right to enter the Property to do so subject to their compliance with the Conditions for Entry.

15. INDEMNITY

To indemnify the Landlord against all liabilities, expenses, costs (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any of the Tenant Covenants; or
- (b) any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them.

16. RETURNING THE PROPERTY TO THE LANDLORD

At the end of the Term to return the Property to the Landlord in good and substantial repair, condition and decoration and in accordance with the Tenant Covenants.

17. MANAGEMENT COMPANY MEMBERSHIP

Not to resign its membership of the Company until such time as it parts with its interest in the Property under this Lease.

Schedule 5 The Regulations

1. Not to use the Property for any purpose other than for the Permitted Use or carry on any trade or business at the Property.
2. Not to hold any political meeting or sale by auction at the Property.
3. Not to use the Property for any noisy, offensive, illegal or immoral purpose and no to cause nuisance or annoyance to other occupiers of the Building
4. Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the Commercial Tenants or the Flat Tenants or the occupiers of any neighbouring property.
5. Not to bring or keep any inflammable, explosive, dangerous or offensive substances or goods onto the Property or Building.
6. Not to do anything which may cause any insurance of the Building to become void or voidable or which may cause an increased premium to be payable in respect of it (unless the Tenant has previously notified the Landlord and has paid any increased premium).
7. To comply with the requirements and recommendations of the insurers relating to the Property and the exercise by the Tenant of the Rights.
8. Not to overload any structural part of the Building nor any Service Media at or serving the Property or the Building.
9. Not to do anything which may lessen the support or protection given by the Property to other parts of the Building.
10. Not to keep any animal reptile or bird on the Property without the prior written consent of the Landlord, which consent may be revoked at any time.
11. Not to hang or expose clothes or other articles outside the Property or on the Balcony or shake anything out of the windows of the Property.

12. Not to stop up, darken or obstruct any windows at the Property or Building or do anything else which may obstruct the flow of light or air to the Property or any other part of the Building.
13. To clean the inside of the windows of the Property at least once every month.
14. Not to sing or dance or play any musical instrument or equipment for making or reproducing sound or to act in such a manner so as to be audible outside the Property or so as to cause annoyance to the Landlord or the Flat Tenants or the Commercial Tenants.
15. Not to throw any dirt, rubbish, rags or other refuse into the sinks, baths, lavatories, cisterns or waste soil pipes in the Property.
16. Not to keep or deposit any rubbish at the Building except suitably wrapped and sealed and placed in a waste receptacle in the Refuse Area.
17. Not to decorate the exterior of the Property in any way without the consent of the Landlord which the Landlord may withhold at its absolute discretion.
18. Not to put any sign, plate, writing or drawing of any kind on any part of the exterior of the Property or in any window so as to be seen from the outside.
19. Not to fix any television or radio aerial, satellite dish or receiver on the Building without the Landlord's prior written consent.
20. Not to place any "For Sale" or "To Let" sign on the Building without the Landlord's prior written consent.
21. Not to play or loiter on the Common Parts or make any avoidable noise on the Common Parts between the hours of 11pm and 9am.
22. Not to leave any bicycle, pushchair or any other item on the Common Parts or obstruct them in any way.
23. Not to park any vehicles on the external areas of the Retained Parts.

24. To comply with all variations of these Regulations and all other regulations made by the Landlord or its agents from time to time in accordance with the principles of good estate management and notified to the Tenant that relate to:
- (a) the use of the Retained Parts;
 - (b) the management of the Building and the welfare of its occupants; and
 - (c) the use of any Service Media, structures or other items outside the Building that are used or capable of being used by the Building in common with other land.
 - (d) the preservation of the character of the Building as an exclusive high quality development.

Schedule 6 Landlord Covenants

1. QUIET ENJOYMENT

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 interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

2. SUPERIOR LEASE COVENANTS

2.1 The Landlord shall pay the rents reserved by the Superior Lease and perform the covenants on the part of the tenant contained in the Superior Lease so far as the Tenant is not liable for such performance under the terms of this lease.

2.2 At the request and cost of the Tenant, on a full indemnity basis, the Landlord shall use all reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants during such period as the Superior Lease subsists.

2.3 If the Superior Lease is surrendered, the Landlord shall from the date of the surrender perform or procure the performance of obligations equivalent to the Superior Landlord's Covenants immediately prior to the surrender of the Superior Lease.

3. MANAGEMENT COMPANY MEMBERSHIP

On the date of this Lease the Landlord shall admit the Tenant to membership of the Company.

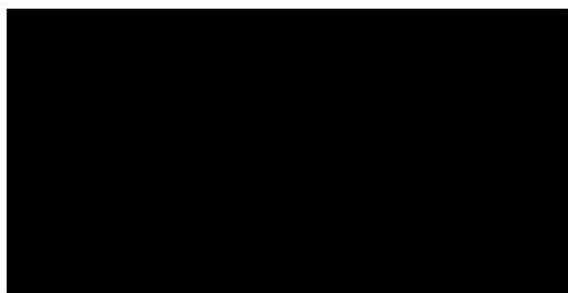
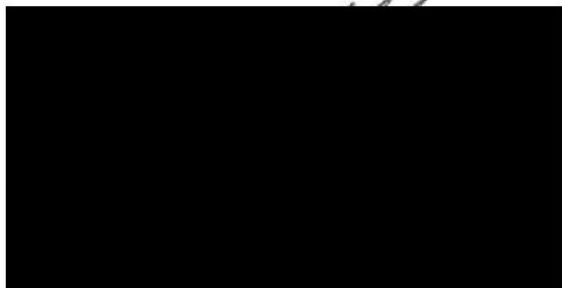
SCHEDULE 7 – Services Obligations

1. The Company covenants with the Landlord and the Tenant.
 - 1.1 to manage maintain and repair the Retained Parts;
 - 1.2 to repair renew clean paint glaze maintain and when necessary rebuild the Common Parts;
 - 1.3 to repair renew clean and maintain all lighting in the Common Parts;
 - 1.4 to pay for the costs of all water gas and electricity for servicing watering and maintaining the Retained Parts.
 - 1.5 to perform and observe the restrictions and other conditions stipulations and covenants contained or referred to in the Charges Registers of the Title Numbers so far as they relate to the Building and are still subsisting and capable of being enforced and to indemnify the Landlord from and against all liabilities in respect of any breach occurring after the date of the Lease.
 - 1.6 to enforce the Regulations against the Flat Tenants at the request and cost of the Tenant and in the event of the Company recovering any damages for the breach or non-observance of any covenants on the part of the Flat Tenants to hold such part of such damages as may be properly attributable to the Tenant's Interest in the Premises on trust for the Tenant and at the Tenant's request to pay such damages to the Tenant less any costs or expenses reasonably incurred by the Company in enforcing the Regulations but where the Company is less likely to be involved in expenditure of any sum in excess of One Hundred Pounds (£100.00) it may before enforcing the Regulations require the Tenant to pay the anticipated expenditure to it to be held by the Company upon trust for the Tenant for the purpose of enforcing the Regulations.
 - 1.7 to paint and decorate the external parts of the Building (including for the avoidance of doubt but not limited to the window frames and doors whether or not demised to any tenant) requiring decoration at least once in every three years or more often if necessary so as to maintain the Building in a condition suitable to an exclusive high quality development and to paint and decorate any internal parts of the Common Parts at least once in every four years or more often if necessary.
 - 1.8 to manage repair maintain renew keep clean cultivate and where necessary re-surface reconstruct and replant the Common Parts together with all surface water sewers storm drains and other private sewers lighting electric cables conduits and all other such matters associated with or necessary for the proper management thereof.
 - 1.9 to pay for the cost of gully cleansing and surface drain clearance in respect of the Retained Parts and to pay for the cost of any future maintenance in respect of the sewers referred to in paragraph 1.8 of this Schedule.

- 1.11 to repair and keep in good repair and condition any fences walls or other boundary delineations surrounding the Building (excluding the Council's Wall).
- 1.12 to pay and discharge the provision and maintenance charges of any common facility for television reception and entry phones.
- 1.13 to pay the reasonable and bona fide costs of any managing agents appointed by the Company in carrying out its duties under this Schedule.
- 1.14 to employ a qualified accountant for the purpose of auditing the Company's Accounts in respect of the Service Charge and to calculate the Service Charge and issue accounts in accordance with the provisions of this Schedule and if required to assist in maintaining the statutory records of the Company.
- 1.15 to accumulate such sums as shall be considered necessary by the Company (whose decision shall be final) to provide a reserve fund or funds for items of future expenditure expected to be incurred in connection with the Building.
- 1.16 to pay the reasonable and bona fide costs of the Company in complying with clauses 18-30 of the Landlord and Tenant Act 1985 including any reasonable and bona fide legal costs incurred in successfully seeking a declaration that the Interim Service Charge and/or the Service Charge is reasonable.
- 1.17 to include in its Service Charge provision for any other expenses which are necessary for the Company to observe its management duties.
- 1.18 to provide such other services to the Building as the Company in its absolute discretion considers desirable and/or necessary for the benefit of the occupiers of an exclusive high quality development including (but not limited to) the provision of a caretaker janitor or concierge together with the provision of accommodation equipment materials and uniforms for use by such person or persons or other persons employed by the Company to perform the Services.
2. As soon as possible after the end of the Accounting Year to produce to the Landlord and the Tenant a certified statement of any expenditure incurred by the Company under the provisions of this Schedule for the immediately preceding accounting period and the Tenant's Proportion of any deficiency between the amount expended and the amount collected from the Tenant shall be invoiced to the Tenant on the next Payment Date.
3. The estimated Service Charge for each Accounting Period shall be invoiced in advance to the Tenant on the Payment Date and shall not exceed the actual payment due from the Tenant in respect of the previous year unless the Company shall in general meeting resolve that a greater sum is required) and any overpayment of Service Charge in respect of any Accounting Period shall be credited against the Service Charge payment in the succeeding year.

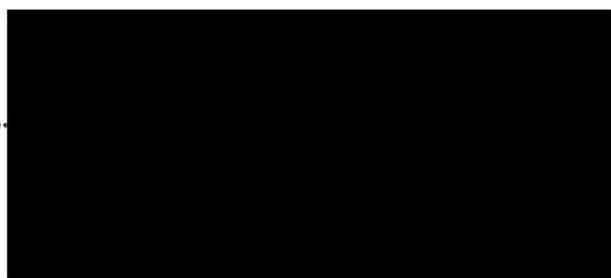
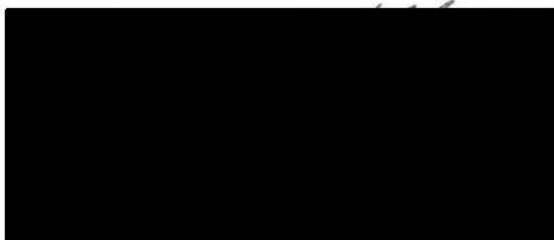
SIGNED as a DEED by

**RICHARD LEIGHTON HAYWARD in the
presence of:**



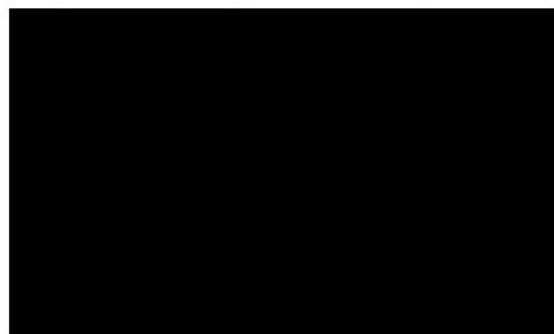
SIGNED as a DEED by

**KAREN MAXINE ATHAY a director on behalf of
BEACHCLIFF MANAGEMENT COMPANY
LIMITED in the presence of:**



**SIGNED AS A DEED
BY GARETH CHRISTOPHER LEE**

in the presence of:



DATED 28th February 2026

UNDERLEASE

relating to

**PART OF THE GROUND FLOOR, COMMERCIAL UNITS 1, 2 & 3 BEACHCLIFF,
THE ESPLANADE, PENARTH, VALE OF GLAMORGAN CF64 3AS**

between

RICHARD LEIGHTON HAYWARD

and

BEACHCLIFF MANAGEMENT COMPANY LIMITED

and

EDMOND BIBA AND NITA MICHAELA RODICA

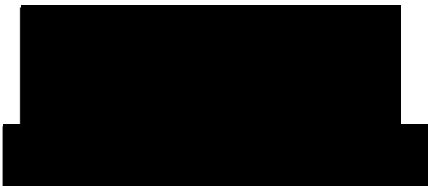
PRESCRIBED CLAUSES

LR1. Date of lease

28th February 2026

LR2. Title number(s)

LR2.1 Landlord's title number(s)



LR3. Parties to this lease

Landlord

RICHARD LEIGHTON HAYWARD of



Tenant

Edmond Riba of



and Nita

Mhaeta Rodica of



Other parties

BEACHCLIFF MANAGEMENT

COMPANY LIMITED (a company

registered in England and Wales with

company number 1036490) whose

registered office is at 3 Beachcliff,

The Esplanade, Penarth CF84 3AS

in the case of a conflict between this

LR4. Property

**clause and the remainder of this lease
then, for the purposes of registration,
this clause shall prevail.**

As specified in the Particulars within

	clause 1 of this lease and defined in this lease as "the Premises".
LR6. Prescribed statements etc	LR6.1 <i>Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 185 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</i>
	None
	LR6.2 This lease is made under, or by reference to, provisions of:
	Not applicable
LR8. Term for which the Property is leased	As specified in the Particulars within clause 1 of this lease and defined in this lease as "the Term".
LR7. Premium	None
LR9. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land.
	None
	LR9.2 Tenant's covenant to (or offer to) surrender this lease

	None
	LR9.3 Landlord's contractual rights to acquire this lease
	None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property
	As specified in clause 2 of this lease
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property As specified in clause 2 of this lease
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	N/A

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This lease is dated

28th February 2026

PARTIES

- (1) **RICHARD LEIGHTON HAYWARD** of [REDACTED]
[REDACTED] (Landlord).
- (2) **BEACHCLIFF MANAGEMENT COMPANY LIMITED** (a company registered in England and Wales with company number 10136490) whose registered office is 3 Beachcliff, The Esplanade, Penarth CF64 3AS (Management Company)
- (3) **EDMOND BIBA** - [REDACTED] and Nita Mihaela Rodica of [REDACTED] (Tenant)

BACKGROUND

- (A) The Landlord is entitled to possession of the Headlease Property (of which the Property is part) under the terms of a Superior Lease dated 18th May 2016 and made between (1) Richard Leighton Hayward and Karen Maxine Athay (2) Richard Leighton Hayward and (3) Beachcliff Management Company Limited.
- (B) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. INTERPRETATION

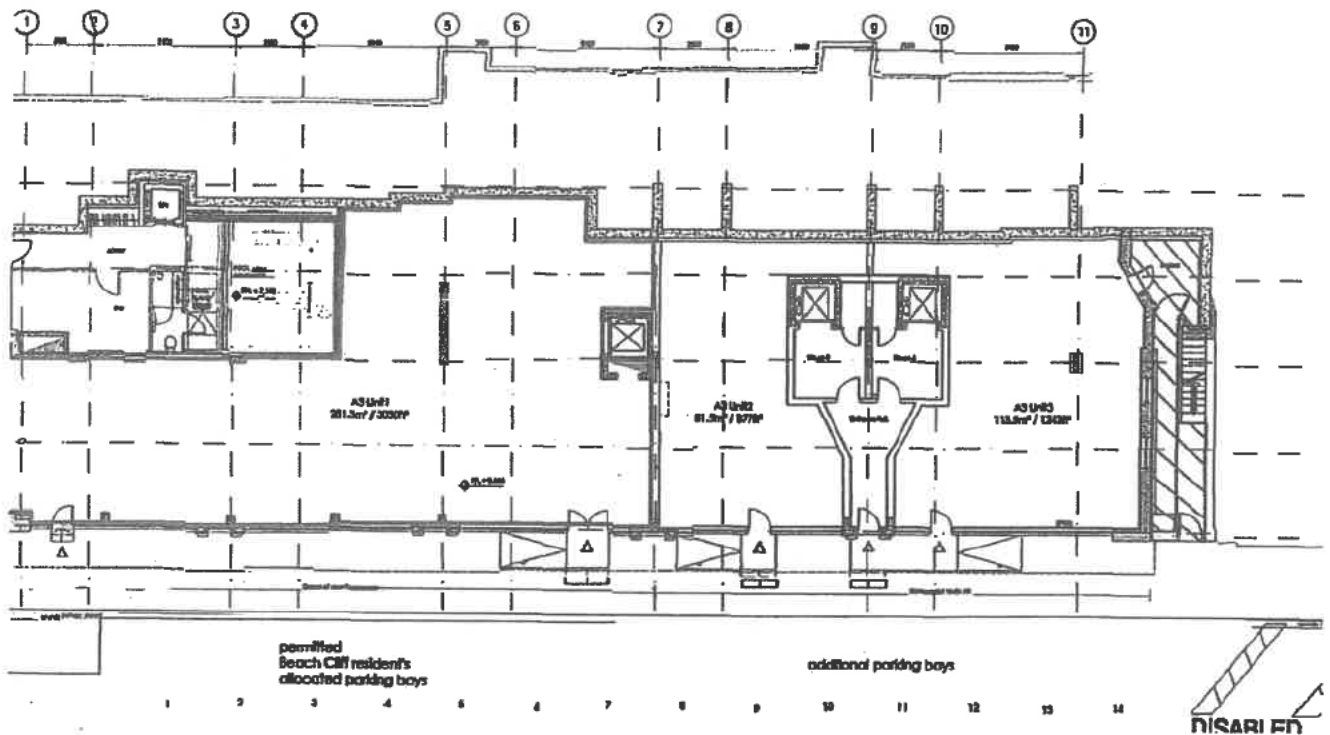
- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Additional Sums: any sums equivalent to monies payable by the Landlord as set out in paragraph 7 of Schedule 4 of the Superior Lease, whether or not reserved as rent, but excluding the Superior Rent, Service Charge and Insurance Rent.

Annual Rent: rent at an initial rate of [REDACTED] exclusive of VAT per annum from the Rent Commencement Date until 31st October 2026 then as revised pursuant to this lease and any interim rent determined under the 1954 Act.

Building: as defined in the Superior Lease.

Common Parts: as defined in the Superior Lease



RESTAURANT DEMISE

Contractual Terms: a term of eight months beginning on, and including 1st March 2026 and ending on 31st October 2026.

Headlease Property: means the property demised under the Superior Lease.

Incorporated Terms: all of the terms, requirements, covenants and conditions contained in the Superior Lease except to the extent that they are inconsistent with the clauses written in this lease and with such modifications as are necessary to make them applicable to this lease and the parties to this lease and including:

- (i) the definitions and rules of interpretation in the Superior Lease;
- (ii) the obligations to be observed by the Landlord (as tenant under the Superior Lease) except those specifically excluded in part (b) below;
- (iii) the agreements and declarations contained in the Superior Lease;
- (iv) the rights granted and reserved by the Superior Lease (including the right of re-entry); and
- (v) the third party rights, restrictions and covenants affecting the Property;

(b) but excluding:

- (i) the term granted by the Superior Lease;
- (ii) the obligations on the Landlord (as tenant under the Superior Lease) to pay to the Superior Landlord the Superior Rent, Insurance Rent and Service Charge reserved by the Superior Lease;
- (iii) the Superior Landlord's covenants;
- (iv) the Management Company's covenants;
- (v) the rights set out in paragraphs 2, 3(b) and 3(c) of Schedule 2 of the Superior Lease; and
- (vi) any other terms of the Superior Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease.

Insurance Rent: a fair and reasonable percentage as the Landlord may reasonably decide of the sums payable by the Landlord under the Superior Lease in respect of the insurance payable for the Headlease Property. The current insurance sum excluding VAT is £[REDACTED] week.

Insured Risks: the risks insured against by the Superior Landlord under the Superior Lease.

Interest Rate: Interest at 4% above 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 reasonable determined by the Landlord.

Management Company Covenants: the covenants and obligations in the Superior Lease to be observed by the Management Company.

Permitted Uses: the use of the Property as a restaurant including takeaway use within Use Class A3 of the Town and Country Planning (Use Classes) Order 1987 as is permitted by the Superior Lease (as amended from time to time by consent).

Plan: the plan attached to this lease.

Property: known as part of Ground Floor, Commercial Units 1,2 & 3, Beachcliff, The Esplanade, Penarth, Vale of Glamorgan CF64 3AS as shown edged in red on the Plan including:

- (a) the internal plaster, plasterboard and surface finish of all walls;
- (b) the whole of any internal, non-load-bearing walls that are entirely within the Property;
- (c) the inner half (severed medially) of the non-load bearing walls dividing the Property from any other parts of the Building;
- (d) the floor screed or other floor surfaces above the joists or other structural floor supports supporting them;
- (e) the ceiling plaster, plasterboard or other ceiling surface below the joists or other structural ceiling supports supporting them;
- (f) the doors and windows and their frames, fittings and glass;
- (g) all Service Media exclusively serving the Property;
- (h) all Landlord's fixtures and fittings in the Property;
- (i) all additions and improvements to the Property.

but excluding any of the Retained Parts.

Rent Commencement Date 1st March 2026

Rent Payment Dates: Monthly in advance on the 1ST except the first month which will be paid weekly in advance.

Retained Parts: as defined in the Superior Lease.

Service Charge: a fair and reasonable percentage calculated by the Landlord in accordance with the service charge budget prepared in accordance with the Superior Lease. The sum of £[REDACTED] is payable currently per week, excluding VAT.

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

Services Obligations: as defined in the Superior Lease.

Superior Landlord: the landlord for the time being of the Superior Lease.

Superior Landlord's Covenants: the obligations in the Superior Lease to be observed by the Superior Landlord.

Superior Lease: the lease by virtue of which the Landlord holds the Property, which is dated 18th May 2016 and made between (1) Richard Leighton Hayward and Karen Maxine Athay (2) Richard Leighton Hayward and (3) Beachcliff Management Company Limited and any documents made supplemental to it.

Superior Rent: the annual rent payable by the Landlord under the Superior Lease.

Tenant's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

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 For the purposes of this lease only, references to the landlord and tenant in the Superior Lease shall be read as references to the Landlord and Tenant in this lease and matters in the Superior Lease requiring the consent or approval of the Superior Landlord, shall also require the consent of the Landlord on the same terms.

2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Permitted Use for the Contractual Term at the rents reserved.
- 2.2 The matters excepted and reserved by the Superior Lease for the benefit of the Superior Landlord and the Management Company are excepted and reserved for the benefit of the Landlord and the Superior Landlord and the Management Company by this lease.
- 2.3 The Landlord reserves the right to enter onto the Property, with or without workmen and equipment, for any purpose necessary to enable the Landlord to comply with its covenants under the Superior Lease whether or not:
- (a) the obligation to comply with the relevant covenants has been imposed upon the Tenant by the terms of this Lease;
 - (b) the Tenant is in breach of the relevant covenants.

- 2.4** The Tenant and all persons authorised by the Tenant has a right of way at all times on foot only, over and along those parts of the Common Parts which afford access to and egress from the Property for all purposes connected with the Permitted Use of the Property.
- 2.5** This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.
- 2.6** The Tenant covenants to comply with the Tenant's Covenants.
- 2.7** The grant is made with the Tenant paying the following as rent to the Landlord:
- (a)** the Annual Rent;
 - (b)** the Service Charge;
 - (c)** the Insurance Rent;
 - (d)** the Additional Sums;
 - (e)** all interest payable under this lease; and
 - (f)** any other sums due under this lease.

3. THE ANNUAL RENT

- 3.1** The Tenant shall pay the Annual Rent by 52 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.
- 3.2** 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 date before the next payment date.

4. INSURANCE

- 4.1** The Landlord shall use reasonable endeavours to procure that the Superior Landlord complies with the covenants imposed on it regarding insurance contained in the Superior Lease save to the extent that the policy of insurance has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or its workers, contractors or agents or any person on the Property with the actual or implied authority of any of them. Neither the Superior Landlord nor the Landlord shall be obliged to insure any part of the Property installed by the Tenant.

4.2 Notwithstanding that the Tenant is obliged to pay the Insurance Rent in respect of the Insured Risks, the Landlord may also insure against:

- (a) its public liability in respect of the Common Parts; and**
- (b) three year's loss of Annual Rent to the extent that the Annual Rent exceeds the Tenant's Proportion of the Superior Rent.**

4.3 The Tenant shall pay to the Landlord on demand:

- (a) the Insurance Rent and a sum equivalent to the premium payable by the Landlord in respect of any costs that it incurs under clause 4.2(b) together with any insurance premium tax payable;**
- (b) the Tenant's Proportion of any amount that is deducted or disallowed by the Superior Landlord's Insurers pursuant to any excess provision in the insurance policy; and**
- (c) the Tenant's Proportion of any costs that the Superior Landlord incurs in obtaining a valuation of the Building for insurance purposes; and**
- (d) a fair proportion of any costs that Landlord incurs under clause 4.2(a).**

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

4.4 The Tenant shall:

- (a) immediately inform the Landlord and the Superior Landlord if 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 Building and shall give the Landlord and the Superior Landlord notice of that matter and shall also immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue the insurance referred to in clause 4.2 of this lease and shall give the Landlord notice of that matter;**
- (b) not do or omit anything as a result of which:**
 - (i) any policy of insurance of the Building or any neighbouring property or in respect of the Landlord's covenant under clause 4.2(a) of the lease may become void or voidable or otherwise prejudiced;**
 - (ii) the payment of any policy money may be withheld; or**
 - (iii) (unless the Tenant has previously notified the Landlord and the Superior Landlord and has paid any increased or additional premium) 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 use by the Tenant of the Common Parts;
- (d) immediately inform the Landlord and the Superior Landlord of the occurrence of any damage or loss relating to the Building arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Building and shall give the Landlord and the Superior Landlord notice of that damage or loss.
- (e) not effect any insurance of the Property (except any plate glass at the Property) but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Superior Landlord; and
- (f) pay the Superior Landlord an amount equal to any insurance money that the insurers of the Building refuse to pay (in relation to the Building) by reason of any act or omission of the Tenant, its workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them. The Tenant shall do likewise if the Landlord is similarly refused any insurance money in respect of its insurance under clause 4.2 of this lease.

4.5 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or if the Common Parts are damaged or destroyed by an Insured Risk so as to make the Property inaccessible or unusable then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, or its workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the soonest of one of the following:

- (a) the date that the Property has been reinstated and made fit for occupation and use or the Common Parts have been reinstated so as to make the Property accessible or usable (as the case may be);
- (b) the end of three years from the date of damage or destruction; and
- (c) the end of the period of suspension of the payment of the Superior Rent under the Superior Lease.

4.6 If, following damage to or destruction of the Property, the Superior Lease is determined in accordance with the provisions of the Superior Lease, the Landlord shall notify the Tenant of this no later than five working days after:

- (a) receipt by the Landlord of the Superior Landlord's notice to determine; or

- (b) service by the Landlord of the notice to determine the Superior Lease on the Superior Landlord.

On the same date, the Landlord shall send to the Tenant a certified copy of the notice to determine and any accompanying correspondence that the Landlord has sent to or received from the Superior Landlord. The determination of this lease under this clause 4.6 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 effected by the Superior Landlord under the terms of the Superior Lease shall belong to the Superior Landlord and any proceeds of the insurance effected by the Landlord under clause 4.2 of this lease shall belong to the Landlord.

- 4.7 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property or the Common Parts by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use or the Common Parts have not been reinstated so as to make the Property accessible or useable within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance effected by the Superior Landlord under the terms of the Superior Lease shall belong to the Superior Landlord. Any proceeds of the insurance effected by the Landlord under clause 4.2 of this lease shall belong to the Landlord.

- 4.8 Any dispute arising regarding this clause 4 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for

5. SERVICE CHARGE AND ADDITIONAL SUMS

The Tenant shall pay to the Landlord:

- 5.1 the Service Charge by weekly equal instalments based on the service charge budget which is prepared in accordance with the Superior Lease;
- 5.2 the Additional Sums on demand; and
- 5.3 any other sums due under this lease on demand.

6. VAT

- 6.1** All sums payable by the Tenant, whether reserved as rent under this lease or otherwise, 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.
- 6.2** Every obligation on the Tenant under or in connection with this lease to pay, refund or indemnify the Landlord or any other person in respect of any money or against any liability includes an obligation to pay, refund or indemnify that person against any VAT, or an amount equal to any VAT, that may be chargeable in respect of that sum.

7. RATES AND TAXES

- 7.1** 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.
- 7.2** If any such rates, taxes or other impositions are payable in respect of the Property together with other land (including any other part of the Building) the Tenant shall pay a fair proportion of the total.
- 7.3** 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.
- 7.4** 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.

8. ALTERATIONS

- 8.1** Not to make any external or structural alteration or addition to the Property or make any opening in any boundary of the Property (other than the windows) or cut or maim any structural parts of the Building.

- 8.2 Not to make any internal, structural alteration or addition to the Property, or alteration to the plan, design or elevation of the Property (including the windows) without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 8.3 Not to install, alter the route of, damage or remove any Service Media at the Property, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 8.4 The initial fitting out works undertaken by the Tenant prior to the date of this lease shall be deemed to have been approved by the landlord.

9. UTILITIES

- 9.1 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. The Tenant will inform all utility companies of the change of Tenant and will arrange to take over the Rates Liability.
- 9.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

10. COMMON ITEMS

- 10.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Building but used or capable of being used by the Building in common with other land.
- 10.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

11. DEFAULT INTEREST AND INTEREST

- 11.1 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 Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.
- 11.2 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.

12. COMPENSATION ON VACATING

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

13. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent, Service Charge, Insurance Rent and all other sums due under this lease shall be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

14. DISPUTES UNDER THE SUPERIOR LEASE

Notwithstanding the other terms of this lease, if any dispute, issue, question or matter arising out of or under or relating to the Superior Lease also affects or relates to the provisions of this lease, the determination of that dispute, issue, question or matter pursuant to the provisions of the Superior Lease is to be binding on the Tenant as well as the Landlord for the purposes both of the Superior Lease and this lease provided that this provision is not to apply to the provisions for the review of rent payable under this lease.

15. CONSENTS

Where the consent or approval of the Landlord is required to any act or thing under this lease the following shall apply:

- 15.1 If it is a requirement of the Superior Lease that the consent or approval of the Superior Landlord is required to the act or thing it shall be a condition precedent that the consent of the Superior Landlord is also obtained to the act or thing; and
- 15.2 the Landlord shall, at the cost of the Tenant, use all reasonable endeavours to obtain the consent or approval of the Superior Landlord where this is a requirement of the Superior Lease and where the Landlord

is under an obligation not to unreasonably withhold its consent to the act or thing for which consent or approval is sought; and

- 15.3 In this lease references to the consent or approval of the Superior Landlord shall include references to the consent or approval of any other party from whom the Superior Landlord is obliged to obtain consent or approval; and
- 15.4 any consent or approval required from the Landlord pursuant to this lease shall not be unreasonably withheld or delayed.

16. ALIENATION

- 16.1 The Tenant shall not underlet the whole or any part of the Property.
- 16.2 The Tenant shall not part with or share possession or occupation of the Premises or any part of them except that the Tenant may share occupation of the Premises or any part of them with a Group Company of the Tenant on condition that:
- (a) no relationship of landlord and tenant is created;
 - (b) the Tenant gives the Landlord as soon as practicable notice in writing of the name of the Group Company its relationship to the Tenant the area occupied the date of occupation and the date of vacation; and
 - (c) the Tenant procures (and covenants to this effect) that the Group Company shall vacate the Premises immediately upon the earlier of the termination of the Term or the date on which the company ceases to be a Group Company.

17. ASSIGNMENTS

- 17.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 17.2 The Tenant shall not assign part only of this lease.
- 17.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:
- (a) is in respect of all the tenant covenants of this lease;
 - (b) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is

released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;

- (c) Imposes principal debtor liability on the assignor (and any former tenant);
- (d) requires (in the event of a disclaimer of liability under this lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
- (e) is otherwise in a form reasonably required by the Landlord.

17.4 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.

17.5 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.

18. SHARING OCCUPATION

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

19. CHARGING

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

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

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 further underlease or other interest out of this lease, or out of any interest, further 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 No later than one month after a Transaction, the Tenant shall:

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

20.3 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. RETURNING THE PROPERTY TO THE LANDLORD

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

22. Use

The Tenant shall not use the Property for any purpose other than the Permitted Use.

23. INDEMNITY

The Tenant shall keep the Landlord indemnified against all reasonable and necessary expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in any neighbouring property) arising from any breach of the Tenant's Covenants, 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 areas over which the Tenant has rights under this lease with the actual or implied authority of any of them.

24. REPAIR

The Tenant shall keep the Property in good and substantial repair and condition.

25 DECORATION

25.1 The Tenant shall clean prepare and paint or treat and generally redecorate the property in the last year of the contractual term (howsoever determined).

25.2 All the work described in clause 27.1 shall be carried out in a good and workmanlike manner using good quality materials.

26 LANDLORD'S COVENANTS

26.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by this lease 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.

26.2 Subject to the Tenant paying the rents reserved by this lease and observing the Tenant's Covenants the Landlord shall pay the rents reserved by the Superior Lease.

26.3 At the request and cost of the Tenant on a full indemnity basis the Landlord shall use all reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants and, if reasonable, the Landlord may require from the Tenant reasonable security to be paid in advance for anticipated costs.

27 MANAGEMENT COMPANY COVENANTS

The Management Company covenants with the Landlord and the Tenant to observe and perform the Management Company Covenants. The Management Company and the Landlord shall not be liable to the Tenant for any failure or interruption in the Services Obligations where the failure or interruption is outside the Landlord or Management Company's reasonable control.

28 CONDITION FOR RE-ENTRY

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

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

(viii) the Tenant or guarantor otherwise ceasing to exist;

(d) where the Tenant or any guarantor is an individual:

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

28.2 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.

29 LIABILITY

29.1 At any time when the Landlord, the Tenant or any 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.

29.2 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.

29.3 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.

30 ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

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

30.2 The Tenant acknowledges that in entering into this lease it neither relied on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.

30.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this lease.

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

31 LICENSING PROVISIONS

31.1 The Tenant shall at all times observe and perform the licensing obligations in this clause 32.

31.2 In this clause references to "Section" or "Sections" shall mean a reference to a Section or Sections of the Licensing Act 2003.

31.3 The Tenant shall:

31.3.1 perform and observe in all respects the terms and conditions of the operating schedule (as defined in Section 17) accompanied the application for a Premises Licence subject to any permitted variation of the Premises Licence and any conditions of such Premises Licence;

31.3.2 perform and observe all of the obligations imposed on the holder of a Premises Licence in respect of the Premises under the Licensing Act 2003 or any other statutory or legal obligations relating to the Premises or their use for licensable activities (as defined in the Licensing Act 2003) which for the avoidance of doubt shall include the payment of any fees payable to the licensing authority or other related authority in respect of the Premises Licence or any application relating thereto;

31.3.3 shall use reasonable endeavours not to do or permit to be done on the Premises or elsewhere nor shall omit to do or permit to be omitted any act whereby the Tenant, the Premises Licence holder, the designated premises supervisor or any personal licence holder (all as referred to in the Licensing Act 2003) or any other person shall render himself

liable to conviction before a court of summary jurisdiction under Section 135 to imprisonment for a term or a fine relating to the Premises or the use of the Premises or the carrying on therein of licensable activities under Section 1(1);

31.3.4 not transfer or consent to the transfer or make an application to transfer the Premises Licence to any person or body corporate or unincorporate other than a Group Company or one permitted under Clause(s) 17 and 18 herein without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed);

31.3.5 not consent to an application for an interim authority under Section 43 to any person or body corporate or unincorporate other than a Group Company or one permitted under Clause(s) 17 and 18 without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed);

31.3.6 If the Tenant holds the Premises Licence itself:

(a) deposit a copy of the Premises Licence with the Landlord

(b) not surrender or purport to surrender the Premises Licence without the prior written consent of the Landlord (not to be unreasonably withheld or delayed);

(c) not without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) apply to the relevant licensing authority for a variation of the Premises Licence held in respect of the Premises under Section 34;

31.3.7 not apply for a new Premises Licence under Section 17 in addition to the Premises Licence referred to above in respect of any part of the Premises;

- 31.3.8** not pull down or in any way alter or add to the Premises or any part or suffer the same to be done on the Premises or elsewhere to omit or suffer to be omitted any act contrary to the provisions of Section 34 or contrary to the provisions of the said Act whereby any Premises Licence may be revoked;
- 31.3.9** give written notice as soon as is reasonably practicable to the Landlord:-
- (a) of any complaint proceedings or notice given to the Tenant or of which the Tenant becomes aware which could lead to any person or body corporate or unincorporate being liable to conviction before a court of summary jurisdiction to imprisonment or a fine in relation to the Premises under the Licensing Act 2003; or
 - (b) of any application made to the relevant licensing authority for review of the Premises Licence and of any steps to be taken or taken by the relevant licensing authority pursuant to such review; or
 - (c) any closure order made in respect of the Premises pursuant to Section 161 and any application made by the police to the Magistrates Court to consider the order and any extension of it and any review of the Premises Licence by the relevant licensing authority pursuant to Section 167 and steps taken or to be taken pursuant to such review;
- 31.3.10** upon or following the occurrence of any of the events referred to in paragraph 6.3.11 and/or a forfeiting event or upon the Landlord (acting reasonably) believing that any such event is about to happen to transfer the Premises Licence to the Landlord or its nominee or to consent to the grant of an interim authority to the Landlord or its nominee upon the Landlord's request;
- 31.3.11** make such representations to the relevant licensing authority as the Landlord shall reasonably require in any

proceedings for review of the Premises Licence under Sections 52 and 167 and, upon the written direction of the Landlord, shall appeal against steps taken or to be taken by the relevant licensing authority pursuant to the provisions of Sections 52 and 168;

31.3.12 ensure that the Tenant (enlarged to include any entity encompassed within Clauses 17 and 18 herein) or an employee of the Tenant at all times throughout the Term is the holder of a personal licence within the meaning of Section 111 and to notify the Landlord forthwith in respect of any forfeiture or suspension or appeal against such forfeiture or suspension pursuant to Sections 129 and 130 and to ensure that the personal licence holder retains on the Premises at all times the original personal licence so as to comply with the provisions of Section 135.

31.3.13 not knowingly do or allow a third party to do anything that will invalidate the Premises Licence or cause the licensing authority (or any other requisite body) to revoke the Premises Licence.

31.3.14 If at the end of the term the Tenant (or another person under the control or with the consent of the Tenant) is the holder of a Premises Licence in respect of the Premises under the Licensing Act 2003 then the Tenant must on the date of termination of this Lease provide the Landlord with such executed documents and give such assistance as the Landlord may require to secure the vesting in the Landlord of the Premises Licence and the Tenant appoints the Landlord as its attorney for the purposes of making any application for the transfer of the premises licence at the end of the term.

32. GOVERNING LAW AND JURISDICTION

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

32.2 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.

33 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.

34 LANDLORD AND TENANT (COVENANTS) ACT 1954

1. EXCLUSION OF 1954 ACT

3.1 The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:

- (a) The Landlord served on the Tenant a notice dated 12th February 2026 in relation to the tenancy created by this Lease (the "Notice") in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies)(England and Wales) Order 2003 (the "Order") and;
- (b) The Tenant or a person duly authorised by the Tenant made a declaration (the "Declaration") dated [26th] in a form complying with the requirements of Schedule 2 of the Order. February 2026

3.2 The Tenant further confirms that where the Declaration was made by a person other than the Tenant the declarant was duly authorised by the Tenant to make the declaration on the Tenant's behalf.

3.3 The Landlord and Tenant agree to exclude the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.

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 **RICHARD
LEIGHTON HAYWARD**

[SIGNATURE OF WITNESS]

[NAME OF WITNESS]

Executed as a deed by **BEACHCLIFF
MANAGEMENT COMPANY
LIMITED** acting by a Director in the

[SIGNATURE OF WITNESS]

[SIGNATURE OF WITNESS]

[NAME OF WITNESS]