Dated 7 Poxiv.

2017

- (1) LONDON UNDERGROUND LIMITED
- (2) MARKET ASSET MANAGEMENT (SEVEN SISTERS) LIMITED
- (3) GRAINGER SEVEN SISTERS LIMITED

**LEASE** 

relating to premises known as Ground Floor 231-243 High Road and 249a High Road Tottenham N15 5BT

Term commences

15 September

2015

Term expires

14 September

2020

### Reserving:-

- (a) (subject to review) Principal Rent £60,000 per annum
- (b) Additional and Further Rents

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THIS LEASE is made the Am day of Month Two thousand and seventeen BETWEEN:

- (1) <u>LONDON UNDERGROUND LIMITED</u> (company registration number 1900907) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H OTL ("the Landlord")
- (2) MARKET ASSET MANAGEMENT (SEVEN SISTERS) LIMITED (company registration number 09435426) whose registered office is at Marlborough House, Victoria Road, South, Chelmsford, Essex, CM1 1LN ("the Tenant")
- (3) <u>GRAINGER SEVEN SISTERS LIMITED</u> (company registration number 06111428) whose registered office is at Citygate, St James Boulevard. Newcastle Upon Tyne, Tyne & Wear, NE1 4JE ("the Guarantor")
- 1 DEFINITIONS AND INTERPRETATION

In this Lease except as otherwise provided or where the context otherwise requires:-

- (A) "Arbitration" means the arbitration of an independent surveyor acting in accordance with the Arbitration Act 1996 and appointed by agreement between the Landlord and the Tenant but if they are unable to agree within 10 Working Days of a proposal by one of them either party can apply for the appointment to be made by the President of the Royal Institution of Chartered Surveyors or other person authorised by him to make such appointments
- (B) "Conducting Media" means pipes sewers drains mains conduits gutters wires cables and all other conducting media and includes all fixings covers meters and other ancillary apparatus
- (C) "the Engineer" means the appropriately qualified Engineer appointed by the Landlord at any time for the purposes of providing professional engineering services to the Landlord
- (D) "the Landlord" includes the Landlord's successors in title
- (E) "Guaranteed Obligations" means:
  - (a) the covenant to repair contained at Clause 4 (5)(a) of this Lease;
  - (b) the covenant to reinstate contained at Clause 4 (10)(A) of this
- (F) "Insured Risks" means a Relevant Risk as defined in Clause 5(2)(A)(i)
- (G) "Landlord's Agent" means the professional property agent or agents who are responsible during the Term for the estate management of the Premises and the Building on the Landlord's behalf and at the date of this Lease the Landlord's Agent is the Director of Group Property & Facilities Directorate Transport for London
- (H) "Landlord's Approval" means the prior written approval of the Landlord given (where the Landlord deems necessary) with the benefit of all appropriate professional advice notified to the Tenant by the Landlord's Agent and which shall not be unreasonably withheld in relation to any proposals or circumstances which the Landlord properly considers satisfy the Landlord's Criteria
- (I) "Landlord's Criteria" means the safe efficient and economic conduct and development of the Landlord's Undertaking and the preservation or enhancement of the amenity and appearance of the Building and

compliance with the Landlord's safety design and materials codes and policies throughout the Term

(J) "Landlord's Rights" means all or any of the rights exceptions and reservations and other provisions in favour of the Landlord (whether contained in the Third Schedule or elsewhere in this Lease)

(K) "Landlord's Undertaking" means the statutory undertaking and duties and the lawful businesses and activities of the Landlord throughout the Term and any part or parts of them

- (L) "Lawful Obligations" means the requirements during the Term of any statute or byelaw or any rules regulations codes or other form of delegated or secondary legislation and of any government department local or public or other competent authority or the rulings of any court of competent jurisdiction regardless of whether they are imposed upon the Tenant the Landlord or the owner or occupier of the Premises
- (M) "Liabilities" means liabilities losses claims actions proceedings costs charges damages and other expenses

(N) "Month" means a calendar month and "Months" shall be construed accordingly

- (O) "Non Tenant Contamination" means any natural or artificial substance matter or compound whether in solid or liquid form or in the form of gas vapour or any radiation which alone or in combination with any other substance matter or compound is capable of causing harm or pollution of any kind and the presence of which in on or under the Building or the Premises has not been caused, or knowingly permitted by the Tenant
- (P) "the Order" means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003
- (Q) "Permitted Use" means the use or uses specified in sub-clause 4(13)(A)
- (R) "the Premises" means the premises described in the First Schedule and any part or parts of those premises
- (S) "the Railway Premises and Works" means (at any time during the Term) the whole or any part or parts of the Building and the Landlord's other railways buildings works Conducting Media lifts escalators tunnels structures plant apparatus and equipment and all other things serving or used in connection with the Landlord's Undertaking over under adjoining or near to the Premises or otherwise capable of affecting or being affected by the Premises and the use and occupation of the Premises but the expression does not include the Premises
- (T) "Reasonable and Prudent Market Operator" means a person or persons seeking in good faith and acting commercially to perform its obligations and prosecute its undertaking as a market operator and in the conduct of such undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and complying with applicable law
- (U) "Restrictions" means any restrictions and matters affecting the Premises or the Permitted Use whether registered or capable of registration as local land charges and all notices charges orders resolutions demands proposals requirements regulations restrictions or agreements or other matters arising under any Lawful Obligations and the rights of any third parties at any time during the Term
- (U) "Standard Policy" means a policy of insurance placed with substantial and reputable insurers providing insurance cover in respect of the

Premises on terms equivalent (so far as may be possible) with the Landlord's covenant in sub-clause 5(2) against Insured Risks together with 2 years' loss of rent cover

(V) "the Building" means the Landlord's Building and any part or parts of that Building

(W) "the Tenant" includes the Tenant's successors in title

- (X) "Tenant's Contractor" means (including all and/or any subcontractor(s)) such person(s) firm(s) or company(ies) proposed by the Tenant to carry out any alterations or improvements
- (Y) "Tenant's Obligations" means all and any of the Tenant's covenants and other obligations arising under the terms conditions and provisions of this Lease
- "Tenant's Rights" means all or any of the rights granted to the Tenant in the Second Schedule
- (aa) "the Term" means the term of 5 years commencing at 0:00 hours on the 15<sup>th</sup> day of September 2015 subject to determination in accordance with this Lease and "the End of the Term" means the last day of the Term whether by expiry or earlier surrender or lawful forfeiture or termination.
- (bb) "VAT" means Value Added Tax and includes any tax of a similar nature substituted for Value Added Tax or levied in addition to it
- (cc) "Working Day" means each day Monday to Friday inclusive except for any Bank Holiday and "Working Days" shall be construed accordingly
- (dd) Any of the Tenant's Obligations not to do an act or thing shall be deemed to include an obligation not to permit or allow that act or thing to be done by another person
- (ee) Words referring to or implying one gender include the other gender and the singular includes the plural and vice versa
- (ff) Any covenants or other obligations by any party under this Lease comprising more than one individual shall be deemed to be joint and several covenants by those individuals
- (gg) Any Tenant's Obligations shall be complied with at the Tenant's own expense
- (hh) Any right or remedy in favour of the Landlord in this Lease is without prejudice to the Landlord's other rights and remedies under the Lease or at law
- (ii) Reference to any clause sub-clause paragraph Schedule or Appendix shall mean the relevant clause sub-clause paragraph Schedule or Appendix in this Lease
- (jj) Reference to a statute includes any amendment modification extension consolidation or re-enactment of it or any statutory instrument regulation order or other delegated or secondary legislation made under that statute at any time
- (kk) The headings in this Lease are included for the purposes of reference only and shall not affect the construction of the terms of this Lease

#### 2 DEMISE

The Landlord demises the Premises to the Tenant for the Term together with the Tenant's Rights subject to the Landlord's Rights the Tenant's Obligations and any Restrictions and any existing occupational interests

#### 3 RENTS

The Landlord reserves and the Tenant covenants to pay the following rents:-

(1) From and including the commencement of the Term the annual rent of sixty thousand pounds (£60,000) and following the rent reviews (if greater than the annual rent payable immediately before the relevant review date) the substituted rent determined in accordance with the

Fourth Schedule ("the Principal Rent") and the Principal Rent shall be paid in advance in four equal instalments on the usual quarter days in each year and (if the Landlord requires) by Bankers Standing Order or direct debit

- (2) In consideration of the Landlord's covenant in sub-clause 5(2) within 21 days of demand and in advance in respect of any yearly or part yearly period expiring on 31 December or such other date which the Landlord may reasonably require on written notice to the Tenant (an "Insurance Period") a sum not exceeding the reasonable premium which would be payable for that Insurance Period under a Standard Policy ("the Additional Rent")
- (3) Within 21 days of written demand any sum or sums of money owed by the Tenant to the Landlord under the Tenant's Obligations (other than those in other sub-clauses of this clause and in sub-clause 4(1) from time to time ("the Further Rent")

and the rents reserved by this clause and any part or parts of them are collectively referred to as "the Rents"

#### 4 THE TENANT'S COVENANTS

The Tenant covenants with the Landiord:-

#### To pay the Rents

(1) To pay the Rents in accordance with clause 3 and without deduction or set off on the due days or (where the days for payment have not been fixed in advance) on demand

#### **Outgoings and VAT**

- (2) (A) To pay all rates taxes duties charges assessments impositions and outgoings ("Outgoings") arising and payable in respect of the Premises or their use and occupation by the Landlord the Tenant or the owner or occupier of the Premises
  - (B) To pay and indemnify the Landlord against the proportion fairly and reasonably determined by the Landlord's Agent of all Outgoings which may arise and be payable commonly in respect of the Premises and the Railway Premises and Works
  - (C) To pay any VAT which may be lawfully charged on the Rents or any other Liabilities arising under the Tenant's Obligations whether the VAT is charged following any election made by the Landlord or arising for any other reason

#### **Cost of services**

(3) To arrange the separate metered supply of water and electricity to the Premises which shall be suitable for the Permitted Use and pay for all services consumed at or in relation to the Premises and also to pay all costs associated with the connection and supply of services including meter rents and standing charges

#### Works to common items etc

(4) At all times during the Term to bear and pay and contribute a fair and proper proportion of the cost and expense of reconstructing rebuilding repairing making maintaining cleaning and lighting to the satisfaction of the Landlord's surveyor all party walls fences and structures sewers drains watercourses gutters channels conduits pipes cables wires ways and other works and conveniences (including (but without prejudice to the generality of the foregoing) the said service road and the roofs and foundations and other parts of the Building of which the Premises form part) belonging or which shall at any time belong to or be used for or be capable of being used for the Premises jointly or in common with or otherwise with other land buildings premises adjoining adjacent or near thereto (including (but without prejudice to the generality of the

foregoing) the other parts of the Building of which the Premises form part save that the Tenant shall have no liability under this Clause where the damage or destruction has been caused by an Insured Risk) and to indemnify the Landlord from and against any and all such costs and expenses And the determination of the Landlord's surveyor as to the proportion payable by the Tenant under the provisions of this sub-clause shall be final and conclusive and binding on the Tenant

#### Repair redecoration and cleaning

- (5) (A) To put and keep the Premises in good and substantial repair order and condition except where and to the extent that the Landlord is required to do so under sub-clause 5(2) PROVIDED THAT you shall not be obliged to put or keep the Premises in any better a state of repair and condition than shall be evidenced by a Schedule of Condition attached in the Sixth Schedule except the Tenant shall not be obliged to repair or make good damage or destruction caused by an Insured Risk
  - (B) To keep the Premises clean and tidy and free of any rubbish and litter
  - (C) To clean both sides of the shop front and the windows and any other glass at the Premises as often as reasonably necessary
  - (D) If the Premises comprise any open land not to deposit any waste or refuse on the open land or otherwise allow the open land to become unclean or unsightly or otherwise detrimental to the Premises or the Railway Premises and Works
  - (E) To supply to the Landlord within six months of the grant of this Lease a current electrical test certificate relating to the electrical installations at the Premises in compliance with and pursuant to the Institute of Electrical Engineers Regulations consistent with those current as at the date of their original installation but in full compliance with all statutory and Lawful Obligations
  - (F) To arrange for an independent fire risk assessment to be undertaken at the Premises and provide the Landlord with a copy of that assessment as soon as reasonably practicable but in any event within six months of the grant of this Lease

#### **Waste and alterations**

- (6) (A) Not to commit any waste at the Premises
  - (B) Not to alter damage or interfere with the Railway Premises and Works
  - (C) Not to make any alterations or improvements to the Premises except in accordance with paragraph (G) of this sub-clause
  - (D) Not to cut alter, damage or interfere with any of the structural walls floors ceilings pillars or the structural and loadbearing parts of the Premises other than necessary for the installation of demountable partitioning as required for the use of the Premises as a market
  - (E) Not to make any excavations on any open land at the Premises
  - (F) Not to make any connection to the Landlord's Conducting Media
  - (G) Only to make internal non-structural alterations or improvements to the Premises if the Tenant first:-
    - (i) Makes an application to the Landlord's Agent supported by:
      - (a) adequate drawings and specifications and
      - (b) a proposed method of working

(c) details of (if any) the Tenant's Contractor

(ii) Obtains the Landlord's Approval and

(iii) Obtains all other consents and permissions which may be required under any Lawful Obligations or from any third party and

(iv) Enters into a licence document with the Landlord containing such covenants as the Landlord may require in satisfaction of the Landlord's Criteria for the execution of the alterations or improvements and reinstatement of the Premises at or before the End of the Term PROVIDED THAT the Tenant may install or remove demountable partitioning on the Premises without first obtaining consent from the Landlord

Prevention of environmental and structural damage

(7) (A) Not by any act or omission to pollute or contaminate the Premises the Railway Premises and Works or any other property

(B) Not to keep any waste or refuse on the Premises except in accordance with the Landlord's Approval and requirements and not at any time to store any stock or rubbish on the Railway Premises and Works

(C) Whenever required by the Landlord to take proper steps to remedy or prevent any pollution or contamination

(D) Not to discharge any noxious or deleterious substance matter or fluid into the Conducting Media or any substance matter or fluid which might cause any obstruction or damage to the Conducting Media the Premises or the Railway Premises and Works

(E) Not to bring or allow anything to remain on the Premises which will or might overload or damage the Premises or the Railway Premises and Works

(F) Not to suspend anything from the ceiling of the Premises without the Landlord's Approval save for the installation of lighting which is necessary for the reasonable use of the Premises as a market

Provided that it is acknowledged that the Tenant shall have no liability to the Landlord under this Clause (7) or elsewhere in this Lease for any Non Tenant Contamination:

#### **Conditions for Tenant's works etc**

(8) Subject to paragraphs (B) and (C) of this sub-clause only to carry out any works or decoration at or to the Premises in accordance with the Tenant's Obligations and:-

(i) By contractors with the Landlord's Approval which shall not be unreasonably withheld if they have received the Landlord's then current safety and other appropriate railway training and

(ii) Having first provided full details of the proposed works to the Landlord's Agent and secured the Landlord's Approval of them and

(iii) In compliance with any requirements which the Engineer may impose either specifically or by way of any general code of practice or rules and regulations for the purposes of the Landlord's Criteria

(B) If the Engineer deems it to be necessary for the proper protection of the Railway Premises and Works the Landlord

may elect to carry out any of the Tenant's proposed works under the conditions required by the Engineer at the Tenant's proper cost

(C) The conditions contained in paragraphs (A)(i) (ii) and (iii) of this sub-clause shall not apply where the proposed works are of a routine or minor nature and are not reasonably likely to contravene the Landlord's Criteria

#### **Lawful Obligations**

- (9) (A) To comply with all Lawful Obligations in all respects in relation to the Premises the Permitted Use the Tenant's Obligations or Tenant's Rights
  - (B) To pass to the Landlord's Agent a copy of any notice or other communication received by the Tenant under or in connection with any Lawful Obligations as soon as possible and with particular regard to any specified deadlines
  - (C) Not to cause the Landlord to be in breach of or liable under any Lawful Obligations

#### Yielding up

- (10) (A) Immediately at the End of the Term:-
  - (i) To yield up the Premises to the Landlord with vacant possession and in a condition consistent with the Tenant's Obligations and to remove all demountable partitioning installed during the term of this Lease and
  - (ii) To return all of the keys of the Premises and any duplicates to the Landlord's Agent and
  - (iii) To remove all the Tenant's property stock and goods from the Premises and (if required by the Landlord) all the Tenant's fixtures and fittings and signs and
  - (iv) If required by the Landlord (but not otherwise) to remove any improvements or alterations made to the Premises during the Term and reinstate the Premises to the reasonable satisfaction of the Landlord's Agent and
  - (v) To make good any damage caused to the Premises and the Railway Premises and Works as a consequence of the Tenant's Obligations under this sub-clause to the reasonable satisfaction of the Landlord's Agent Provided That if the Landlord serves notice in accordance with clause 6(2) of this Lease the Tenant will not be obliged to comply with clause 4(10)(A)(i) (iv) or (v) other than in respect of vacant possession
  - (B) If the Tenant vacates the Premises at the End of the Term without having removed any of the Tenant's fixtures fittings or property in accordance with paragraph (A)(iii) of this subclause within 10 Working Days of the End of the Term:-
    - (i) The Landlord may sell the fixtures fittings or property as the Tenant's agent and
    - (ii) If the Landlord is unable to contact the Tenant after making reasonable efforts to do so the proceeds of sale may be retained by the Landlord after 20 Working Days from the sale notwithstanding any subsequent claim by the Tenant and
    - (iii) The Tenant will be liable to the Landlord in respect of

any damage to the Premises or the Railway Premises and Works and for any other Liabilities as a result of the fixtures fittings or property having been left on the Premises after the End of the Term or their removal or sale under this sub-clause including any claims by third parties

#### The Landlord's expenses

- (11) To pay to the Landlord on an indemnity basis all reasonable and proper Liabilities incurred by the Landlord in relation to:-
  - (A) The contemplation preparation service enforcement and compliance with
    - (i) Any schedule of dilapidations during the Term or after the End of the Term
    - (ii) Any notice served under Section 146 of the Law of Property Act 1925 even if forfeiture is avoided other than by relief granted by the Court
  - (B) Every application made by the Tenant for Landlord's Approval whether it is granted refused offered subject to any qualification or withdrawn provided the Landlord has acted in accordance with its Lawful Obligations or otherwise with the provisions of this Lease
  - (C) The recovery or attempted recovery of arrears of the Rents

#### Not to duplicate any insurance cover

(12) Not to duplicate any insurance cover which may be effected by the Landlord at its discretion and where the Tenant has been provided with written details but if (in breach) the Tenant is entitled to the benefit of any insurance proceeds they shall be paid to the Landlord who will apply them (to the extent it is required to do so) in complying with the covenant in sub-clause 5(2) and shall otherwise retain them

#### **Permitted Use**

- (13) (A) Subject to the Tenant:-
  - (i) Obtaining any necessary planning permissions and
  - (ii) Complying with sub-clause 4(15) and
  - (iii) Complying with all Lawful Obligations and any Restrictions

#### To use the Premises as follows:-

- (1) as to the shop premises for such number of retail shopping units as shall for the time being (it is acknowledged that the Landlord has approved the existing number of units) and from time to time be approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed save on grounds of health and safety or infrastructure protection reasons in which case the Landlord's decision will be final and Landlord's Approval may be withheld absolutely). Such retail shopping units (hereinafter called "the Retail Units") to be used for the sale of household and domestic and leisure goods services appliances equipment and accessories furniture clothing toys jewellery
- (2) as to the cafe premises for a maximum five cafes to sell food and drink and items ancillary thereto subject to the installation by the Tenant of any and all ventilation and/or extraction and/or other equipment and apparatus as shall at any time and from time to time be specified in writing by the Landlord (acting reasonably save on grounds of health

and safety or infrastructure protection reasons in which case the Landlord's requirements will be absolute) or for such other use or purpose as shall be previously approved by the Landlord (such approval not to be unreasonably withheld or delayed)

- (3) as to the flat as a private residential flat in one occupation only
- (4) as to the forecourts hereby demised as clear and unobstructed and open areas
- (5) as to the parking areas as areas for parking thereon motor vehicles in connection with the trade or trades or business or businesses carried on upon the shop premises
- (B) The Tenant acknowledges that no warranty or guarantee is given by the Landlord as to the lawful or physical fitness of the Premises for the Permitted Use or in connection with any Restrictions
- (C) Not to use the Premises for any purpose other than for the Permitted Use nor for any auction sale or noxious noisy offensive illegal or immoral purpose

#### Management of the Retail Units

- (14) (A) The Tenant shall manage the Retail Units in a good and prudent manner and in accordance with the standard expected of a Reasonable and Prudent Market Operator
  - (B) The Tenant is to arrange update meetings with the Landlord, lawful occupiers of the Retail Units and any other interested parties at such times requested by the Landlord on reasonable prior notice to provide a suitable forum for discussions and updates relating to the operation and management of the Retail Units and the Market
  - (C) The Tenant is to use all reasonable endeavours to maximise the number of Permitted Licences granted in respect of the Retail Units.
  - (D) The Tenant shall use all reasonable endeavours to enforce the obligations on the licences in any Permitted Licence entered into whereby the breach of such obligation adversely interferes with the Landlord's interest in the Premises.

#### Licences

- (15) If any licences or other similar consents must be obtained and then maintained by or on behalf of the Tenant under any Lawful Obligations for the purposes of the Permitted Use ("Licences") the Tenant shall:-
  - (A) Apply for and use the Tenant's best endeavours to obtain the grant and any necessary renewals of all Licences throughout the Term
  - (B) Not allow any Licences to lapse or to surrender any Licences or transfer them to any other premises
  - (C) Not conduct the Permitted Use in any manner which would risk the lawful revocation of any Licences
  - (D) Do such things and undertake such works as shall be required to ensure that the Licences are maintained throughout the Term
  - (E) At the End of the Term to assign and deliver all Licences to the Landlord or any person nominated by the Landlord
  - (F) To assign all Licences to any lawful assignee of the Premises

#### <u>Alienation</u>

(16) (A) Not to assign underlet hold the Premises on trust or part with

or share the possession or occupation of the Premises or any part of the Premises except by way of an Authorised Assignment defined in paragraph (B)(i) of this sub-clause a Permitted Licence defined in paragraph (B)(v) or a Permitted AST defined in paragraph (B)(vi) or an Authorised Sublease as defined in G(iii)

- (B) In this sub-clause:-
  - (i) "Authorised Assignment" means an assignment of the whole of the Premises which has been authorised by the prior completion of a Licence to Assign and where the Licence to Assign has not been lawfully revoked by the Landlord at any time prior to the completion of the assignment or an assignment of this Lease by Market Asset Management (Seven Sisters) Limited to Grainger Seven Sisters Limited
  - (ii) "Licence to Assign" means a written licence of the Landlord issued in accordance with and subject to the provisions of this sub-clause authorising the proposed assignment of the Premises to the proposed assignee
  - (iii) "Qualifying Person" means a proposed assignee who considered together with any guarantees and other relevant security (other than the Authorised Guarantee Agreement) will in the reasonable opinion of the Landlord's Agent be able to pay the Rents and comply with and observe and perform the Tenant's Obligations throughout the Term and it is acknowledged that Grainger Seven Sisters Limited is a Qualifying Person for this Lease
  - (iv) "Authorised Guarantee Agreement" means a guarantee agreement in the form set out in the Fifth Schedule
  - (v) "Permitted Licence" means a Seven Sisters Market traders licence substantially in the form attached to this Lease or such other form as the Landlord may approve from time to time (such approval not to be unreasonably withheld or delayed)
  - (vi) "Permitted AST" means an assured shorthold tenancy in such form as the Landlord may approve from time to time (such approval not to be unreasonably withheld or delayed) and it is acknowledged that the form of existing assured shorthold tenancy is approved
- (C) The Landlord shall not be required to complete a Licence to Assign if:-
  - (i) The Rents remain unpaid or
  - (ii) There is any outstanding material breach of any of the Tenant's Obligations or
  - (iii) The proposed assignee is not a Qualifying Person
  - (iv) The Tenant has not completed and delivered an Authorised Guarantee Agreement to the Landlord (the provisions of which shall be conditional upon the completion of the proposed assignment) or
  - (v) The completion of the Assignment would be materially detrimental to the Landlord's reversionary interest in

the Premises or would materially diminish the value of that interest

but the Landlord shall not otherwise unreasonably withhold or delay granting a Licence to Assign

- (D) Any Licence to Assign may be revoked by the Landlord if any of the conditions specified in paragraph (C) ("the Conditions") arise or apply following the completion of the Licence to Assign and prior to the completion of the assignment which it authorises
- (E) The Landlord may require a Licence to Assign to incorporate all or any one or more of the following provisions:-
  - (i) A covenant that upon or before the completion of the Licence to Assign the Tenant (as Assignor) shall complete and deliver the Authorised Guarantee Agreement to the Landlord which shall be conditional upon and take effect on the completion of the assignment
  - (ii) If reasonably required by the Landlord (and in any event if the proposed assignee is a limited company) a covenant by two guarantors reasonably acceptable to the Landlord in the terms set out in clause 3 of the Authorised Guarantee Agreement adapted so far as may be necessary for the purposes of the Licence to Assign
  - (iii) A condition that the Landlord may revoke the Licence to Assign immediately by notice to the Tenant if at any time prior to completion of the assignment any of the Conditions shall apply or arise
  - (iv) A condition that the Licence to Assign shall determine and the consent to the assignment shall be revoked if the assignment is not completed within 40 Working Days of the completion of the Licence to Assign
- (F) (i) The Tenant shall be permitted to grant Permitted Licences at the individual units at the Shop Premises without first obtaining the Landlord's consent subject to the Permitted Licences being substantially in the form of the Permitted Licence attached.
  - (ii) The Tenant shall be permitted to grant a Permitted AST at the Flat Premises for a period not exceeding 12 months without Landlord's Approval. Any Permitted AST at the Flat Premises proposed for a period in excess of 12 months will require Landlord's Approval.
- (G) In this sub-clause:-
  - (i) "Licence to Sublet" means a written licence of the Landlord issued in accordance with and subject to the provisions of this sub-clause for the purposes of authorising a proposed sublease ("Proposed Sublease")
  - (ii) "Approved Part" means any part of the Retail Units within the Premises which shall have the Landlord's Approval for the purposes of any Proposed Sublease
  - (iii) "Authorised Sublease" means a sublease of whole or an Approved Part which has been authorised by the prior completion of a Licence to Sublet and where the Licence to Sublet has not been lawfully

revoked by the Landlord at any time prior to the completion of that sublease

- (H) The Landlord shall not be required to complete a Licence to Sublet in any of the following circumstances:-
  - (i) If the Rents remain unpaid
  - (ii) If there is any other outstanding material breach of Tenant's Obligations
  - (iii) Unless in the Landlord's Agent's reasonable opinion the proposed sublessee will along with any guarantees and other relevant security be able to pay the rent and otherwise observe and perform the sublessee's covenants and other obligations in the Proposed Sublease
  - (iv) Unless the Proposed Sublease is to be granted on the terms and conditions specified in paragraph (I) of this sub-clause
  - (v) Unless the Licence to Sublet contains conditions that:-
    - (a) The Landlord may revoke the Licence to Sublet immediately by notice to the Tenant if any of the circumstances specified in subparagraphs (i) (ii) or (iii) of this paragraph arise following the completion of the Licence to Sublet but prior to the grant of the Proposed Sublease and
    - (b) That the Licence to Sublet shall determine and the consent to the Proposed Sublease shall be revoked if the Proposed Sublease is not completed within 40 Working Days of the completion of the Licence to Sublet

but shall not otherwise unreasonably withhold or delay its consent to the grant of any Licence to Sublet

- (I) A Licence to Sublet will not be issued by the Landlord unless the Proposed Sublease is to be granted without any fine or premium at a rent not less than the then current open market rental value of the Premises or Approved Part or (if greater) the Principal Rent payable under this Lease as properly attributable to the Approved Part to be paid by Banker's Standing Order on the usual quarter days and containing the following provisions terms and conditions for:-
  - (i) Re-entry on breach of any covenant by the proposed sublessee
  - (ii) A declaration by the parties to the Proposed Sublease that the Proposed Sublease is granted subject to the terms and conditions of this Lease and (in particular) to the Landlord's Rights which shall be reserved to the Landlord in the Proposed Sublease
  - (iii) Prohibiting any assignment underletting parting or sharing with the sublet premises other than an assignment of the whole of the sublet premises with the prior written consent of the Landlord (as superior landlord) and the Tenant (as Landlord) not to be unreasonably withheld or delayed in relation

to any proposed assignee of the Proposed Sublease complying with the provisions of sub-paragraph (H)(iii) of this sub-clause and entering into a direct covenant with the Landlord in the terms specified in sub-paragraph (vi) of this paragraph

(iv) Imposing the same obligations for registration in relation to any permitted assignment of an Authorised Sublease for registration with the Landlord as are contained in this Lease in relation

to assignments by the Tenant

(v) A covenant by the proposed sublessee with the Tenant (as landlord) and the Landlord (as superior landlord) not to do or allow any act or thing in relation to the Premises which would be inconsistent with or amount to a breach of the Tenant's Obligations in this Lease and to observe and comply with the Tenant's Obligations in this Lease so far as they apply to the Approved Part except to the extent that they are expressly reserved to the Tenant (as landlord) in the Proposed Sublease

(vi) An agreement by the landlord and the tenant to exclude the provisions of Section 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 and the requirements of Section 38(A)(1) and Section 38(A)3 of the Landlord and Tenant Act 1954 have

been complied with

(vii) Not to sublet the whole of the Premises or the Approved Part without first procuring that the sublessee shall first enter into a direct covenant with the Landlord that the sublessee and the successors in title of the sublessee will not assign charge sublet or part with or share the possession or occupation of the sublet premises or any part or parts thereof

(J) In relation to any Authorised Sublease the Tenant shall:-

> (i) Enforce the performance and observance by the sublessee of the provisions terms and conditions of the Authorised Sublease and not at any time to waive expressly or impliedly any breach by the sublessee nor without the Landlord's Approval to vary the terms of any Authorised Sublease

> (ii) Not sublet the whole of the Premises or grant any sublease subject to and with the benefit of an existing sublease so as to create a sub-underletting of the whole of the Premises or the Approved Part

or any part thereof

Not allow the sublessee into possession or (iii) occupation of the Premises or Approved Part until completion of an Authorised Sublease

(iv) Not to grant any sublease until the landlord and tenant have agreed to exclude the provisions of Section s 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 and the requirements of Sections 38(A)(1) and 38(A)(3) of the Landlord and Tenant Act 1954 have been complied with

#### **Production of documents**

(17) Within 15 Working Days after any transfer or devolution of the Tenant's interest in the Premises (not included the grant of the Permitted Licences) to provide the Landlord's Agent or solicitor with formal notice of the transfer or devolution and certified copies of all relevant documents and pay a reasonable registration fee to the Landlord of not less than Fifty pounds (£50.00)

#### Not to cause obstruction interference or nuisance

- (18) Not to occupy the Premises or comply with the Tenant's Obligations or conduct the Permitted Use or exercise the Tenant's Rights in any manner which will or might cause any obstruction interference nuisance disturbance inconvenience injury damage or otherwise be detrimental to:-
  - (A) The Landlord's Undertaking or
  - (B) The use and development of the Railway Premises and Works or
  - (C) (Except to the extent that it may be unavoidable as a consequence of the Permitted Use or the Tenant's Obligations or the Tenant's Rights) the Landlord's passengers or tenants or the other lawful users and occupiers of the Railway Premises and Works

#### To permit the Landlord to enter to exercise the Landlord's Rights

(19) To permit the Landlord and its employees agents and contractors to enter and remain upon the Premises on reasonable prior notice (save in the case of emergency whereby no notices will be required) without interference for the purposes of exercising the Landlord's Rights in accordance with this Lease

#### To indemnify the Landlord

- (20) To be responsible for and to release and indemnify the Landlord from and against all Liabilities for or in relation to:-
  - (A) Personal injury (whether fatal or otherwise)
  - (B) Loss of or damage to property
  - (C) Financial or consequential loss

arising from any negligence of the Tenant or breach of the Tenant's Obligations but not to the extent that any such Liabilities are caused by the Landlord's negligence

#### Fire precautions

- (21) (A) To provide properly test and keep in proper working order all fire prevention and firefighting equipment and apparatus located in such positions in the Premises as the fire authorities may require during the Term insofar as they are consistent with the Permitted Sse of the Premises and fire safety precautions in place as at the date of this Lease
  - (B) Not to obstruct the access to any fire equipment or the means of escape from the Premises or lock any fire door while the Premises are occupied
  - (C) (i) Not to store or use acetylene or oxygen or any other flammable or compressed gas and not to carry out flame cutting or spraying at the Premises
    - (ii) Subject to sub-clause 4(21)(C)(i) of this Lease not to store or use any explosive or highly inflammable goods or substances at the Premises except in reasonable quantities in accordance with the Permitted Use and then only in accordance with the

Landlord's Approval and the fire authorities' requirements and any manufacturer's or trade safety recommendations

- (D) To use only electrical heaters which have received the Landlord's Approval such approval not to be unreasonably withheld or delayed save for reasons of health and safety or infrastructure protection in which cases that Landlord's Approval may be withheld absolutely and the Landlord's decision will be final.
- (E) To permit the Landlord's fire safety officers and any other properly authorised persons on prior appointment (save in the case of emergency where no prior appointment will be required) to inspect the Premises and to inspect and test the fire equipment and apparatus at the Premises
- (F) To observe and comply with any regulations made by the Landlord and the fire authorities in relation to fire prevention and safety at the Premises and the Railway Premises and Works consistent with the Permitted Use of the Premises and fire safety precautions in place as at the date of this Lease.
- (G) Not to smoke or have any lit cigarette cigar or pipe at the Premises and to require any customer employee agent or other person under the Tenant's reasonable control or authority to safely extinguish any cigarette cigar or pipe
- (H) To display prominent "no smoking" notices in the Premises

#### Security and fire alarms and sprinklers

- (22) (A) To permit the Landlord and others authorised by the Landlord to have access to the Premises in the event of any fire or security alarms or sprinklers being activated
  - (B) Not to install or maintain any equipment or apparatus at the Premises which may adversely affect the performance of any security or fire alarms or sprinkler systems
  - (C) To notify the Landlord immediately on becoming aware that any security or fire alarms or sprinkler systems are or may be defective
  - (D) Not to interfere with or make any unauthorised connection to any security or fire alarm or sprinkler systems or ancillary equipment at the Premises or the Railway Premises and Works

#### **Keyholders**

(23) To keep the Landlord's Agent and the supervisor of the Building informed at all times of the name address and telephone number of two persons holding keys to the Premises who should expect to be contactable and able to attend the Premises promptly in case of emergency

#### **Encroachments and easements**

- (24) (A) To take all reasonable steps to prevent any encroachment or the acquisition of any adverse right or easement over the Premises
  - (B) To notify the Landlord as soon as possible after becoming aware of any attempts or circumstances giving rise to any encroachment or adverse right or easement and take any proper preventive steps required by the Landlord

#### **Defective premises**

(25) To notify the Landlord as soon as possible after becoming aware of any defect in the Premises which might give rise to any duty or obligation or any Liabilities of the Landlord in relation to defective premises and to display any notices which the Landlord may reasonably require at the Premises in relation to any such duty obligation or liability

Contribution to costs of Landlord's repairs

- (26) (A) Within 10 Working Days of written demand after compliance by the Landlord with its covenants in sub-clause 5(2) to pay to the Landlord up to:-
  - (i) One hundred pounds (£100) towards the cost of replacing any broken plate glass at the Premises and
  - (ii) Five hundred pounds (£500) in relation to any other reinstatement or repair of the Premises
  - (B) To pay to the Landlord on written demand any amount which the Landlord's Agent properly determines (having regard to all appropriate professional advice) to be equivalent to the insurance proceeds which would be withheld by insurers under a Standard Policy as a result of any act or omission of the Tenant

#### **Control of Asbestos**

- (27) References in this sub-clause to regulations are to the Control of Asbestos Regulations 2006 ("the Asbestos Regulations")
  - (A) For the avoidance of doubt the Tenant is the duty holder under Regulation 4 and shall be liable for all costs of compliance with the Asbestos Regulations
  - (B) The assessment under Regulation 4 shall be carried out within six Months of the date of this Lease by a contractor accredited by the Health and Safety Executive ("the Asbestos Contractor") and shall (without prejudice to the requirements of the Asbestos Regulations) be a management survey as defined in the Health and Safety Executive Publication "HSG264 Asbestos: The Survey Guide" (2010) a copy of which the Tenant shall provide to the Landlord
  - (C) The Tenant shall:-
    - (i) Undertake any works identified by the assessment and within 10 Working Days of completion of these works produce to the Landlord certificate(s) from the Asbestos Contractor showing compliance with the Asbestos Regulations and
    - (ii) Manage any risk identified by the assessment referred to in this sub-clause and by any antecedent assessment relating to the Premises
  - (D) A copy of the record of measures taken pursuant to Regulation 4 shall be sent to the Landlord within 10 Working Days of it being recorded

#### **Opening Hours**

(28) The Tenant must (save in the case of emergency) keep the Premises open for business and to maintain active trade during the hours of 9:00am -6.00pm Monday to Saturday inclusive excluding Bank holidays and public holidays

#### 5 THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:-

#### **Quiet enjoyment**

- (1) That subject to:-
  - (A) The Landlord's Rights and any other contrary provisions in this Lease and
  - (B) Any Restrictions and

(C) The Tenant paying the Rents and observing performing and complying with the Tenant's Obligations

the Tenant may peaceably use and occupy the Premises during the Term without any interruption by the Landlord or any person or persons lawfully claiming through or under the Landlord

#### Repair and reinstatement and rent suspension

- (2) (A) In this sub-clause and sub-clause 6(3):-
  - (i) "Relevant Risks" means Commercial "All Risks" of physical loss or damage including but not restricted to fire explosion lightning aircraft earthquake riot civil commotion malicious damage storm flood sudden escape of any substance from any tank apparatus or pipes impact theft or attempted theft subsidence ground heave landslip damage by terrorist act (which shall have the meaning which would be afforded to it under a Standard Policy) or accidental damage and having first notified the Tenant in writing such other usual or proper risks which the Landlord shall deem appropriate in relation to the Premises or the use and occupation of the Premises during the Term
  - (ii) "Rebuilding Cost" means the total gross costs (including VAT) of rebuilding and reinstating the Premises including all relevant professional fees the costs of any application for planning permission or other licences consents or authorities the requirements of any Lawful Obligations and the costs of site clearance and preparation
  - (B) That subject to paragraphs (C) and (D) of this sub-clause if at any time during the Term:-
    - (i) Any plate glass of the Premises is broken and if the Landlord's Agent estimates that the total gross cost (including VAT) of replacing the broken plate glass will exceed One hundred pounds (£100) then the Landlord will replace the broken plate glass with all reasonable speed
    - (ii) The Premises are destroyed or damaged by any of the Relevant Risks and if the Landlord's Agent properly estimates that the Rebuilding Cost will exceed Five hundred pounds (£500) the Landlord will with all reasonable speed endeavour to obtain all necessary permissions licences or consents and when these have been obtained and all Lawful Obligations may be complied with the Landlord will with all reasonable speed rebuild repair or otherwise reinstate the Premises in a good and substantial manner
  - (C) The Landlord's covenant to repair and reinstate the Premises in paragraph (B)(ii) of this sub-clause shall:-
    - (i) Be subject to payment by the Tenant on all due dates of the Additional Rent and
    - (ii) Be subject to the rights of the Landlord and the Tenant to determine this Lease in accordance with sub-clause 6(3) and
    - (iii) Not apply if and to the extent that any damage or destruction of the Premises is attributable to or

caused by the Tenant or persons acting under the Tenant's control or with the Tenant's express or implied authority in circumstances which would allow insurance proceeds to be withheld by insurers under a Standard Policy and

- (D) If the Premises have not been rebuilt or reinstated for the reasonable resumption of the Permitted Use within 2 years of the date of destruction or damage by any of the Relevant Risks owing to circumstances outside the reasonable control of the Landlord or the Tenant the provisions of sub-clause 6(3) will apply
- (E) If the Premises or the Railway Premises and Works are damaged or destroyed by any of the Relevant Risks so that the Premises or any part of the Premises are rendered unfit for occupation or use by the Tenant for the purposes of the Permitted Use or are otherwise inaccessible and the Landlord is required to repair or reinstate the Premises in accordance with this sub-clause the Principal Rent or a due proportion of the Principal Rent according to the extent of the damage or destruction sustained and the degree to which the Permitted Use is prevented at any time (the proportion being determined by Arbitration in default of agreement by the Landlord and the Tenant) shall be suspended until:-
  - (i) The Premises are repaired or reinstated so that the Permitted Use may reasonably resume or (if earlier)
  - (ii) The date which is 2 years from the date of destruction or damage

#### 6 MISCELLANEOUS PROVISIONS

#### **Forfeiture**

- (1) If:-
  - (A) The Rents are not paid within 28 days of becoming due whether formally demanded or not or
  - (B) The Tenant is in breach of any of the Tenant's Obligations or
  - (C) The Tenant (in the case of a limited company) enters into any liquidation whether compulsory or voluntary (except for any reconstruction or amalgamation of a solvent company or other similar purpose not involving a realisation of assets) or (in the case of an individual or being more than one individual any one of them) becomes bankrupt or
  - (D) The Tenant enters into any arrangement for the benefit of creditors or has any distress or execution levied on the Tenant's goods

then the Landlord may at any time immediately re-enter the Premises and this Lease shall determine absolutely

#### For determination of the Term by the Landlord

- (2) This Lease may be determined:-
  - (A) At any time by the Landlord giving to the Tenant not less than 3 Months' written notice for the purpose of the Landlord's Undertaking; or
  - (B) At any time by the Landlord giving to the Tenant not less than 6 Months' written notice if the Premises or any part of the Premises shall be required for the purpose of the demolition or reconstruction or redevelopment of the Premises or a substantial part of the Premises or for the carrying out of substantial work of construction on the

Premises or part of the Premises whether or not the demolition reconstruction redevelopment or work of construction shall be intended to be carried out by the Landlord

(C) 28 days' written notice if the Engineer certifies that possession of the Premises is urgently required for carrying out repairs (whether on the Premises or elsewhere) which are needed for the proper operation of the Landlord's Undertaking and the notice contains a copy of the certificate

# <u>Determination of the Term following damage or destruction by any of the Relevant Risks</u>

(3) If the Premises have been destroyed or damaged by any of the Relevant Risks and the Landlord is obliged to reinstate or repair the Premises in accordance with its covenant in sub-clause 5(2) but has been unable to do so sufficiently for the reasonable resumption of the Permitted Use within 2 years from the date of destruction or damage either the Landlord or the Tenant may (provided the failure to reinstate or repair is outside their respective reasonable control) terminate this Lease immediately by written notice to the other

#### Effect of notice to determine

(4) Upon the expiry of any notice given under sub-clause 6(2) or 6(3) this Lease shall immediately cease and determine without prejudice to the rights or remedies of the Landlord or the Tenant or the Guarantor against the others arising prior to the End of the Term

# Tenant not to object to the Landlord's Undertaking or the Landlord's Rights

- (5) The Tenant shall not be entitled to raise any objection or make any claim or demand against the Landlord and the Landlord shall not be responsible to the Tenant for any Liabilities in respect of the proper conduct and development of the Landlord's Undertaking and the use and development of the Railway Premises and Works for the purposes of the Landlord's Undertaking or the exercise of the Landlord's Rights except where and to the extent that:-
  - (A) The Landlord or its employees contractors and agents acting with the Landlord's authority are negligent or
  - (B) It is unlawful to exclude or limit responsibility for those Liabilities or
- (C) The Landlord is acting in derogation of the grant of this Lease **Interest and recovery of Outstanding Sums**
- (6) (A) If any of the Rents are unpaid on the due date ("Outstanding Sums") (whether formally demanded or not) the Outstanding Sums will bear interest at the rate of 5% above HSBC Bank Plc Base Lending Rate set from time to time whilst the Outstanding Sums remain unpaid ("Interest") and if that Rate is abolished then at an equivalent alternative rate to be agreed between the Landlord and the Tenant or (in default of agreement) by Arbitration
  - (B) Interest shall be payable on the Outstanding Sums from the date of demand until the date of actual payment in full

#### **Disputes**

(7) The Landlord's Agent shall have authority at its discretion to settle any disputes between the Tenant and the Landlord's other tenants and the lawful occupiers and users of the Building in connection with the Premises or the Building acting fairly and reasonably in all the circumstances and the Tenant shall accept the Landlord's Agent's determination

#### **Exercise of the Landlord's Rights etc**

- (8) In the exercise of any of the Landlord's Rights which are likely to materially adversely affect the Permitted Use the Landlord shall (except in the case of an emergency or other circumstances beyond the Landlord's reasonable control) in relation to the exercise of the Landlord's Rights but without prejudice to them:-
  - (A) Give not less than 48 hours' written notice and
  - (B) Give consideration (having regard to the Landlord's Criteria) to any written proposals by the Tenant to reduce disruption to the Permitted Use and
  - (C) Make good any damage caused to the Premises and the Tenant's fixtures and fittings and stock but the Landlord shall not be liable to the Tenant in respect of any consequential or economic or other losses or Liabilities and
  - (D) If the Tenant is unable to use the Premises for the Permitted Use as a consequence of the exercise of the Landlord's Rights for any period of one or more Working Days the Principal Rent shall be suspended until the use of the Premises for the Permitted Use may reasonably resume

#### Receipt of rent not to be a waiver of any of the Tenant's Obligations

(9) The receipt or demand of the Rents by the Landlord shall not be nor be deemed to be a waiver of any breach or a variation of the Tenant's Obligations

#### Notices and deemed delivery

- (10) (A) Any notice under this Lease must be in writing (unless otherwise provided) and will be deemed to be served if:-
  - (i) Receipt is acknowledged by the Landlord or the Tenant (as the case may be) or their respective agents authorised for those purposes or
  - (ii) It is given by hand or sent by registered post or recorded delivery or by facsimile provided a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day and served:
    - (a) On the Tenant (if it is a company incorporated within Great Britain) at the last registered office notified to the Landlord or otherwise on the Tenant at the Premises or on the Tenant or the Guarantor at the last home address notified to the Landlord
    - (b) On the Guarantor (if it is a company incorporated within Great Britain) at its registered address or otherwise the last known address notified to the Landlord
    - (c) On the Landlord at the Landlord's registered office or the Landlord's Agent at the last business address notified to the Tenant.
  - (B) Any notice will be deemed to be delivered if served in accordance with paragraphs (A) and (B) of this sub-clause:-
    - (i) In the case of service by registered post or recorded delivery (unless it is returned undelivered through the Royal Mail) on the Working Day after posting regardless of whenever and whether it is received or
    - (ii) In the case of service by facsimile on the Working

Day on which it is sent or where sent after 1600 hours or on a day that is not a Working Day on the next Working Day regardless of whenever and whether or not it or the confirmatory copy is received (unless the confirmatory copy is returned undelivered through the Royal Mail)

- (C) The provisions of this sub-clause shall not prejudice or invalidate any other evidence or proof that any notice has been served or received by any party
- (D) If the recipient party comprise more than one person a notice to any one of them is to be regarded as Notice to each person

#### **Costs of Lease**

(11) Each party shall be responsible for their own costs in preparing negotiating and completing this Lease

#### 7 NO AGREEMENT FOR LEASE

The parties certify that this Lease has not been completed in accordance with or under an agreement for lease

#### 8 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties confirm that notwithstanding any other provisions of this Lease this Lease shall not and shall not purport to confer on any third party any benefit or any right to enforce any term of this Lease for the purposes of the Contracts (Rights of Third Parties) Act 1999 ("the 1999 Act") This does not affect any right or remedy of any third party which exists or is available apart from the 1999 Act

### 9 EXCLUSION OF SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954 (AS AMENDED)

- (A) The Landlord and the Tenant have agreed that the provisions of Sections 24-28 of the Landlord and Tenant Act 1954 shall not apply to this Lease
- (B) The Tenant confirms that before it became contractually bound to enter into this Lease:-
  - (i) The Landlord served on the Tenant a notice dated Micro of in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the Order
  - (ii) The Tenant (or a person duly authorised by the Tenant) made a statutory declaration ("the Declaration") dated for a form complying with the requirements of Schedule 2 to the Order
  - (iii) Where the Declaration was made on behalf of the Tenant the Tenant confirms that the person making it had the Tenant's authority to do so

#### 10 GUARANTOR PROVISIONS

- (1) The Tenant covenants with the Landlord to give notice to the Landlord immediately on becoming aware that the Guarantor has:-
  - (A) (In the case of a limited company) entered into liquidation or been dissolved or had any receiver appointed or passed a resolution to do so or
  - (B) (In the case of an individual) died or become bankrupt and if the Landlord reasonably requires the Tenant must within 20 Working Days provide an alternative Guarantor who must be reasonably acceptable to the Landlord and will be required to immediately enter into a Deed of Guarantee with the Landlord at the Tenant's expense containing equivalent covenants to those contained in sub-clause (2) of this clause

(2) The Guarantor covenants with the Landlord that:-

- The Tenant shall punctually pay the Rents reserved by Clauses 3(1) and 3(2) of the Lease ("the Guaranteed Rent") and observe and perform the Guaranteed Obligations for the full period allowed at law (the "Liability Period") and if at any time during the Liability Period the Tenant defaults in payment of the Guaranteed Rents or in observing or performing any of the Guaranteed Obligations the Guarantor will pay Guaranteed Rents and observe or perform the Guaranteed Obligations and make good to the Landlord on demand and indemnify the Landlord against all Liabilities arising or incurred by the Landlord as a result of default of the Tenant's relating to the Guaranteed Obligations notwithstanding any time or indulgence allowed by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the Guaranteed Rents or the observance or performance of the Guaranteed Obligations or any refusal by the Landlord to accept the Guaranteed Rents tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 Section 146 have been entitled) to reenter the Premises
- (B) If the Lease is forfeited or disclaimed during the Liability Period the Guarantor shall pay the Landlord on demand an amount equal to the Principal Rent which would have been payable under the Lease for the period commencing on the date of the forfeiture or disclaimer and ending on the earlier of the dates:-
  - 6 Months after forfeiture or disclaimer and
  - (ii) (If any) on which the Premises are let by the Landlord at not less than the Rents payable under the Lease at the date of forfeiture or disclaimer

#### 11 ADDITIONAL ASSIGNMENT PROVISIONS

At any time during the Term if the Tenant (here meaning Market Asset Management (Seven Sisters) Limited only) is in breach of its obligations in Clause 3(14) and:

- the Landlord has notified the Tenant and the Guarantor of the breach and has provided a reasonable opportunity for the Tenant or Guarantor to remedy the breach; and
- the breach has not been remedied within a reasonable period; then
- the Landlord may by serving not less than 3 Months' written notice on the Tenant and the Guarantor require the Tenant to assign this Lease to the Guarantor or such other assignee ("the Assignee") as the Landlord has approved ("the Assignment Date") and on the Assignment Date the Tenant will assign and the Guarantor (or the Assignee as the case may be) will accept an assignment of the Lease for the residue of the Term at the Rents then being paid under the Lease and subject to the covenants and terms contained in the Lease and in the deed of assignment the Tenant shall indemnify the Guarantor or the Assignee against any Liabilities in relation to any existing breach of covenant in this Lease at the date of the assignment.

This Lease has been executed as a deed by the parties on the above date

THE FIRST SCHEDULE

Description of the Premises

FIRST all that ground floor at 231 to 243 (odd numbers inclusive) High Road Tottenham shown edged red on the plan attached to this Lease ("the Shop Premises") and SECOND all that flat known as 249a High Road Tottenham (comprising the first and second floors of 249 High Road aforesaid) with ground floor entrance and hallway passages staircases and landing leading to it and shown edged red on the plan attached to this Lease ("the Flat Premises") and THIRD the forecourts edged green on the plan attached to this Lease and the parking areas at the rear of the Shop Premises shown edged blue on the plan

In each case including:-

(A) Any alterations and improvements to the Premises

(B) All fixtures and fittings at or upon the Premises during the Term except the Tenant's fixtures and fittings and the Landlord's fire detection equipment

(C) The Conducting Media which exclusively serve the Premises during the Term but excluding all space above and below the Premises described above

### THE SECOND SCHEDULE The Tenant's Rights

- Subject to paragraphs 2 and 3 of this Schedule the Landlord grants the Tenant the right:-
  - (A) (Subject to the Tenant paying a proportionate (being a fair and reasonable) part of the cost and expense of repairing renewing cleaning and lighting the service road shown on the plan attached to this Lease and leading from Suffield Road to the rear of the Shop Premises) to pass on foot or with vehicles over and across the service road (other than parts designated by the Landlord as parking areas from time to time) for the purpose of obtaining access to and egress from the rear of the Shop Premises
  - (B) To the supply of services to the Premises through any Conducting Media connected to but not exclusively serving the Premises at the date of this Lease
- 2 The rights in paragraph 1 of this Schedule are granted:-
  - In common with the Landlord and all others enjoying equivalent or similar rights and
  - (B) For the purposes only and to the extent which is reasonably necessary for the Permitted Use and
  - (C) So far as they can be granted by the Landlord and
  - (D) Subject to the Landlord's Rights and any Restrictions and
  - (E) To such of the Tenant's staff contractors and agents to the extent reasonably necessary for the Permitted Use or compliance with the Tenant's Obligations
- The provisions of Section 62 of the Law of Property Act 1925 are excluded from this Lease and the Tenant shall not have the benefit of any rights other than those contained in this Schedule

#### THE THIRD SCHEDULE

#### Rights reserved to the Landlord and others

The following rights are reserved to the Landlord and others entitled to like rights from time to time

- (A) To construct develop maintain alter repair reconstruct demolish or undertake any other works to the Railway Premises and Works
  - (B) To construct maintain alter and repair any Conducting Media not comprised in the Premises and any other equipment and apparatus properly required by the Landlord at the Premises or the Railway Premises and Works

### Transport for London

Group Property & **Facilities Directorate** 7th Floor - Palestra 197 Blackfriars Road London SE1 8NJ

### 231-243 & 249A High Road Tottenham, London E15



1:500 SCALE AT A4

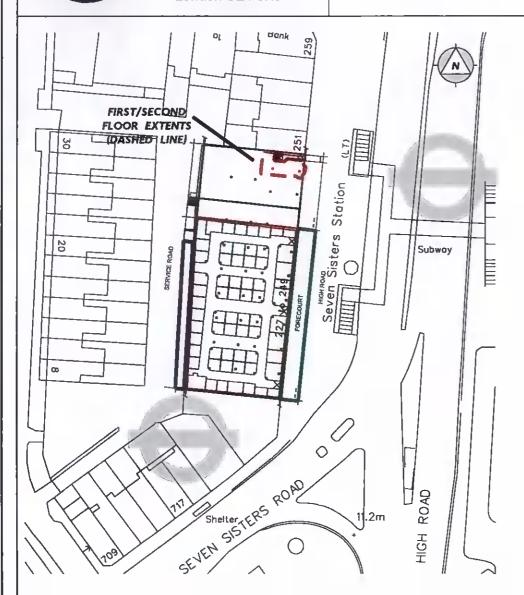
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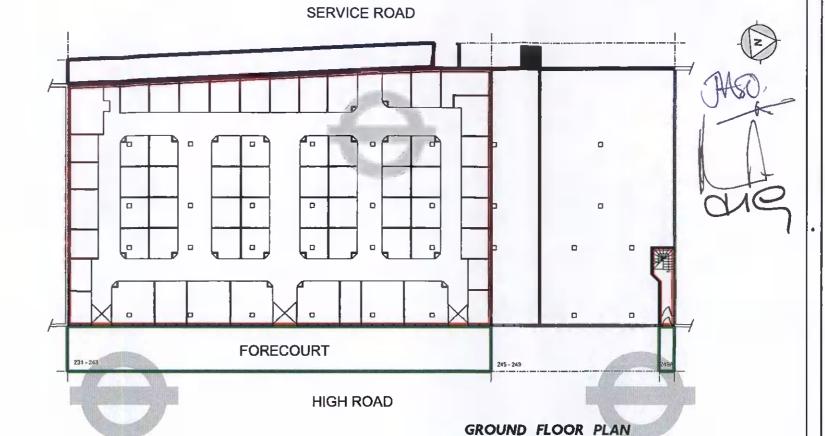
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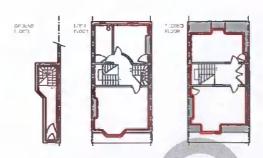
A4 Landscape

As Shown Scale:



ORDNANCE SURVEY 1:1250 SCALE AT A4





RESIDENTIAL FLAT 249 HIGH ROAD GROUND FLOOR ENTRANCE FIRST AND SECOND FLOOR FLAT 1:500 SCALE AT A4

FLOOR PLANS BASED ON SITE SURVEY BY HARCROFT CONSULTING, OCT 2006 1:500 SCALE AT A4

- (C) To erect scaffolding gantries and other structures on any part of the Railway Premises and Works or otherwise adjoining or in the vicinity of the Premises
- (D) (i) To affix notices signs or posters and any necessary connections and fixings to the outside of the Premises
  - (ii) To fix and retain a reletting board on the Premises within 3 Months of the End of the Term (but not so as to impede the Permitted Use)
- (E) To enter (and in an emergency to break and enter) and remain upon the Premises for so long as shall be properly required with tools plant equipment and materials in order to:-
  - (i) Exercise the Landlord's Rights and
  - (ii) Comply with all Lawful Obligations or the Landlord's covenants and other duties under this Lease and
  - (iii) Inspect the condition and state of repair of the Premises and
  - (iv) Take any actions permitted under this Lease or otherwise in relation to the Landlord's lawful rights and remedies arising from the Tenant's Obligations and any breach of the Tenant's Obligations
  - (v) Prevent or remedy any pollution or contamination of the Premises or the Railway Premises and Works
  - (vi) Take schedules or inventories of fixtures fittings and any other items to be yielded up at the End of the Term
  - (vii) Inspect the Premises in connection with the review of the Principal Rent or (if applicable) any renewal of this Lease whether under the Landlord and Tenant Act 1954 or otherwise
  - (viii) Service test maintain and repair any of the Landlord's security fire alarms and fire detection equipment and sprinkler systems
- (F) To make and impose rules and regulations as to the use and management of the Building
- (G) (i) To lock the entrances and exits to the Building whenever it is closed to public traffic or at any time in the case of any emergency security alert or similar exceptional circumstances or any practice drills
  - (ii) To close and lock the Premises at any time in an emergency security alert or similar exceptional circumstances or any practice drills
- (H) To take such other actions as may be necessary for the safe and proper running and maintenance of the Landlord's railways and other public transport infrastructure
- (I) To pass and re-pass across and along the forecourts included in the Premises
- (J) To erect and maintain on the roof of the Building TV reception aerials and cables leading therefrom through over and across the Premises
- (K) Such rents and easements granted to London Transport Executive by a transfer dated 19 June 1972
- The Landlords Rights contained in paragraph 1 of this Schedule or otherwise arising under this Lease shall be exercised or exercisable:-
  - (A) For the purposes of the Landlord's Undertaking and the benefit of the Premises or the Railway Premises and Works and
  - (B) Subject to sub-clause 6(9) and
  - (C) By the Landlord and any other persons entitled to do so and their respective employees agents contractors and other authorised persons from time to time

### THE FOURTH SCHEDULE The Rent Review Provisions

- In this Schedule except as otherwise provided or where the context otherwise requires:-
  - (1) the "Rent" means the Principal Rent
  - (2) the "Relevant Review Date" means every anniversary of the Term Commencement Date
  - (3) the "Reviewed Rent" means the Rent payable from and including the Relevant Review Date
  - (4) the "Index" means the Retail Price Index
  - the "Base Figure" means the figure of the Index last published before the commencement of the Term being \*\*\* (5)
- 2 From and including the Relevant Review Date the Reviewed Rent shall be the greater of:
  - (i) the Rent payable immediately before the Relevant Review Date; and
  - (ii) the amount produced by increasing the Rent payable immediately before the Relevant Review Date in accordance with the Percentage Figure which is calculated as follows:-

$$I - B$$

$$PF = (100 \times (B))$$
 plus 1% per annum

where:-

3

"PF" means the Percentage Figure

"I" means the figure of the Index last published before the Relevant Review Date

and "B" means the Base Figure

Provided that the Reviewed Rent shall not be higher than 5% more than the rent payable immediately before the Relevant Rent Review

- (1) In the event of any change after the date of this Lease in the reference base used to compile the Index the figure taken to be shown in the Index after the change shall be the figure which would have been shown in the Index if the reference base current at the date of this Lease had been retained
- In the event of it becoming impossible by reason of any change after (2) the date of this Lease in the methods used to compile the Index or for any other reason whatsoever to calculate the Reviewed Rent by reference to the Index or if any dispute or question whatsoever arises between the Landlord and the Tenant with respect to the amount of the Reviewed Rent or with respect to the construction or effect of this Schedule the dispute or question shall be determined by a valuer acting as an expert ("the Surveyor") who shall be appointed by agreement between the Landlord and the Tenant (or in the event of failure to agree) on the application of either the Landlord or the Tenant by the President of the Royal Institution of Chartered Surveyors (the costs of such appointment being met equally by the Landlord and the Tenant) the Surveyor having full power to determine on such dates as he shall deem apposite what would have been the Reviewed Rent had the Index continued on the basis and given the information assumed to be available for the operation of this Part
- (3) If the Surveyor dies or otherwise becomes incapable of acting or is unwilling to act or if the Surveyor fails to notify the Landlord and the Tenant of his decision within 6 Months from the date of appointment either the Landlord or the Tenant may apply to the President to discharge the Surveyor and appoint a replacement

The Reviewed Rent shall be recorded in a memorandum in duplicate signed by or on behalf of the Landlord and the Tenant and attached to this Lease and its counterpart

### THE FIFTH SCHEDULE Form of Authorised Guarantee Agreement

THIS DEED OF GUARANTEE is made the day of Two thousand and

BETWEEN:

(1) (name of guarantor) of (address) ("the Guarantor") and

(2) <u>LONDON UNDERGROUND LIMITED</u> (company registration number 1900907) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL ("the Landlord")

#### 1 DEFINITIONS AND INTERPRETATIONS

In this Guarantee (where the context permits):-

1.1 "the Assignee" means [insert name]

1.2 "the Lease" means the lease dated and made between London Underground Limited and for a term of years from and including

1.3 "the Premises" means the premises let by the Lease

- 1.4 "the Liability Period" means the period during which the Assignee is bound by the tenant covenants of the Lease and any additional period during which the Assignee is liable under an authorised guarantee agreement
- 1.5 the expressions "authorised guarantee agreement" and "tenant covenants" shall have the meaning attributed in the Landlord and Tenant (Covenants) Act 1995 Section 28(1)

#### 2 RECITALS

- 2.1 In accordance with the provisions of the Lease the Landlord's consent is required to the assignment of the Lease
- 2.2 The Landlord has agreed to give consent to the assignment to the Assignee on the condition that the Guarantor enters into this Guarantee
- 2.3 This Guarantee takes effect only when the Lease is assigned to the Assignee

#### 3 GUARANTOR'S COVENANTS

In consideration of the Landlord's consent to the assignment and subject to the completion of the assignment the Guarantor covenants with the Landlord and (without the need for any express assignment) with all its successors in title that:-

#### 3.1 To pay observe and perform

The Assignee shall punctually pay the rents and observe and perform the tenant covenants and other terms of the Lease throughout the Liability Period and if at any time during the Liability Period the Assignee shall make any default in payment of the rents or in observing or performing any of the tenant covenants or other terms of the Lease the Guarantor will pay the rents and observe or perform the tenant covenants or terms and make good to the Landlord on demand and indemnify the Landlord against all losses damages costs and expenses arising or incurred by the Landlord as a result of such default notwithstanding any time or indulgence allowed by the Landlord to the Assignee or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the tenant covenants or other terms of the Lease or any refusal by the Landlord to accept rents tendered by or on behalf of the Assignee at a time when the Landlord was entitled (or would after the service of a notice under

the Law of Property Act 1925 Section 146 have been entitled) to reenter the Premises

3.2 To take lease following disclaimer or forfeiture

If the Lease shall be disclaimed or forfeited during the Liability Period the Guarantor shall if the Landlord requires by notice within 60 Working Days after receiving notice of disclaimer or forfeiture take from the Landlord at the Guarantor's expense a lease of the Premises for the residue of the term of the Lease from the date of disclaimer or forfeiture at the rent then being paid under the Lease and subject to the same covenants and terms as are contained in the Lease

3.3 To make payments following disclaimer or forfeiture

If the Lease is disclaimed or forfeited during the Liability Period and the Landlord does not require the Guarantor to accept a new Lease of the Premises in accordance with clause 3.2 the Guarantor shall pay the Landlord on demand an amount equal to the rents which would have been payable under the Lease for the period commencing with the date of the disclaimer or forfeiture and ending on the earlier of:

3.3.1 the date 6 Months after such disclaimer or forfeiture and

3:3.2 the date (if any) upon which the Premises are let by the Landlord at a rent not less than that payable under the Lease at the date of disclaimer or forfeiture.

# THE SIXTH SCHEDULE Schedule of Condition



### **Schedule of Condition**

Seven Sisters Market Hall
Ground floor – 231/243 High Road
Tottenham
London N15 5BT

Also:

Caretakers maisonette
249A High Road
Tottenham N15 5BT
Report issue: 10<sup>th</sup> August 2016



2 West Stockwell Street Colchester CO1 1HQ Tel. 01206 761000 www.quarterbridge.co.uk

### Introduction:



This schedule of condition has been prepared by Quarterbridge Project Management Ltd('QPM') on the instructions of Market Asset Management (Seven Sisters) Ltd ('MAMSSL'). It is a record of the current condition of the ground floor of the former Wards Department store at 231-243 High Road, Tottenham, London N15 5BT as at the date of inspection to be attached to a renewal lease granted by the freeholder London Underground Ltd ('LUL) to MAMSSL. This is an internal repairing lease of the ground floor only of the building with insurance maintenance and repairs of the structural shell of the entire building including upper floors remaining the responsibility of LUL.

The demise is indicated on the attached plan. It includes parking bays to the rear of the building and a paved area c.5ms deep between the front facade of the premises and back edge of pavement. The service road serving the rear of the property and additional associated parking bays are private property not within the ownership of LUL so their condition is not recorded in this document.

The lease to which this documents is attached is a renewal lease. The lease as originally granted by LUL was of a derelict bare structural shell of the ground floor. The shopfronts onto High Road, entrance doors, external signage, extract ductwork to rear elevation, internal sub-division structures ('kiosks'), incoming utilities, M&E and H&V and life safety systems and all other fixtures and fittings shown in the photographs comprise Tenants improvements approved by tUL as Landlords so this report does not record their condition and does not imply subsequent alterations to them by the occupational Licensees ('Traders') are approved by the Landlords LUL or Tenants MAMSSL. This document is intended to record the condition of the structural shell as at todays date but because of the extent of the fitting-out works only limited areas of the building structure are visible (chiefly the original ground floor ceiling) as indicated in the photographs.

This report is based upon surveys and inspections undertaken by Quarterbridge Project Management Ltd and is offered subject to such further investigation as the Client deems appropriate. Some recommendations are given for repairs and remedials to prevent further deterioration. These are for information only and should not be relied upon as a specification for works nor a substitute for further investigation, design and specification prior to such works being implemented by the Landlords. Please contact the authors if further assistance is required.

This report relates only to the lease demise ('the premises') indicated in the layout drawing and includes a separate caretakers maisonette at 249A High Road which is contained within the lease. Some comments and recommendations are made for non-demised areas e.g. the upper floor and roof where defects and water penetration occasionally causes problems within the demised area. This is not intended to imply the maintenance or repairing liability in such areas rests with the Tenant MAMSSL.

Unless otherwise stated this report is a schedule of condition of only the premises and limited to that extent. It does not comprise a structural, services or measured survey of the premises nor a statement of contingent liabilities or a record of deleterious materials and should not be relied upon as such. The report is based upon visual inspection of all areas which are easily accessible without the need for specialist access equipment. Invasive inspections have not been undertaken and the elements of the structure have not been tested for stability or integrity except where specifically recorded. This report does not comprise a Health & Safety risk assessment or an Asbestos survey or an EPA assessment of the building or it's current use.

As such it cannot be relied upon as such. Management records supplied to our request have been checked as far as practical but otherwise assumed to be both accurate and comprehensive. This document has been prepared for the sole use of the Client and for the purpose stated and shall not be released to any third party or reliance placed upon same except in connection with same. It must not be relied upon in connection with any legal agreement(s) except with the prior approval of and upon such terms and conditions as the authors may require. Approval for the purpose stated before is hereby granted. A royalty-free personal licence for the use of this report is granted to the Client but copyright remains with the authors who assert their right to same. A photo record of the interior and exterior is available on DVD.

### **Property details:**

Address: 'Seven Sisters Market Hall', 231 – 243 High Road, Tottenham,

London N15 5BT Tel. 0208 802 1970

Also: Caretakers Maisonette

249A High Road, Tottenham,

London N15 5BT

Surveyor: Jack Scholes – Quarterbridge Project Management

Raymond Linch - Quarterbridge Project Management

Date of inspection: 1st October 2015 and 10<sup>th</sup> August 2016

Weather conditions: Dry with occasional sunshine.

Useage: Retail market hall fitted-out as c.50 self-contained lock-up kiosks (not

the subject of this report) occupied by c.35 businesses (licensees).

Free access to the premises available to the general public.

### **Working methods:**

We have indicated the main elements of the building. Details of construction have not been included only in areas where defects were noted.

We inspected the premises and interior and exterior surfaces and elements of the building as noted including the management flat (separate maisonette premises) and the first floor space above the Market hall. No intrusive techniques were employed to force or open up the fabric. Carpets and floor coverings were not disturbed nor did we move furniture or the contents of cupboards. No inspection or testing was undertaken of electricity, gas, water and drainage services.

Inspection of the building roof and other external surfaces was undertaken from ground level.

The first floor level was inspected to ascertain the origin of water damage to the demised premises.

The adjacent Caretakers maisonette at 249A High Road was inspected upon a similar basis.

The photographic record of the building contained in this report is available on DVD.

Photographs are referenced to the sections A- J inclusive indicated on the attached drawing.



- c.3 Paint to ceiling flaking throughout the market hall requires redecoration. Recommended redecoration throughout subject to preceding sections.
- c.4 The floor is a mixture of timber parquet, insitu concrete / cement screed, covered by carpet tiles (tenants improvement) Recommend removal and recoating with latex screed followed by vinyl sheet or epoxy floor coating. Fire rating of existing tiles should be checked for compliance.
- c.5 For information only these are Tenants improvements: The LPHW heating system (tenants improvement) at high level is apparently working. Recommend testing and repairs to suit NB: H&S precautions of working at height to be addressed.
- c.6 For information only these are Tenants improvements: The aisle strip lighting (tenants improvement) at high level has several failed tubes. Recommend testing and repairs to suit NB: H&S precautions of working at height to be addressed.
- c.7 For information only these are Tenants improvements: The destratification fans (Tenants improvement) at high level require cleaning and possible maintenance. Recommend look to be in need of repair, very dirty condition. Recommend testing and repairs to suit NB: H&S precautions of working at height to be addressed.
- c.8 For information only these are Tenants improvements: The AFD and alarms system are evidently tested on a regular basis and are operational. Recommend re-testing by a qualified installer to double-check and bring up to current standards as far as possible.

#### D Male and Female WC accommodation within Market Hall

- d.1 For information only these are Tenants improvements: Various leaks to the drainage plumbing are evident. Recommend local repairs and redecoration throughout.
- d.2 For information only these are Tenants improvements: No ventilation grills or extract fans evident to any of the toilets. Ventilation ducts are present but without fans or covers. Recommend remedials to Building Regs. standards.

#### E Caretakers Maisonette – 249a High Road N15 5BT (separate premises)

- e.1 Damp has developed to the rear of the radiator in the lobby area, causing wallpaper to flake and peel away from wall. Recommend repairs to radiator..
- e.2 Floor boards below vinyl covering in the ground floor lobby area has sunk due to rotten boards, the affected areas need replacing, unable to ascertain the extent. Recommend further investigation and remedials.
- e.3 Sash windows throughout are in need of repair and redecoration.
- e.4 Local repairs to cracked plasterwork required, then redecoration



# F General observations and recommendations

- f.1 Health & Safety and Life Safety (AFD and alarm systems and means of Escape) appear operational and compliant, but to historical standards. Recommend regular testing and upgrades where possible.
- f.2 We understand the car wash being operated from the rear service road is also subject to pending enforcement proceedings. Recommend this is resolved to the satisfaction of the local planning authority.
- f.2 There is evidence of continued dumping of refuse and antisocial activity in the rear service road. Recommend installation of replacement security gates and extension of security lighting and CCTV surveillance.
- f.3 Our inspection did not identify any obvious signs of asbestos contamination and we understand a formal asbestos survey has been undertaken. Recommend this is checked.

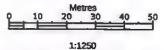
# STANF RDS





Produced 03 Nov 2015 from the Ordnance Survey MasterMap (Topography) Database and incorporating surveyed revision available at this date.

The representation of a road, track or path is no evidence of a right of way. The representation of features as lines is no evidence of a property boundary.



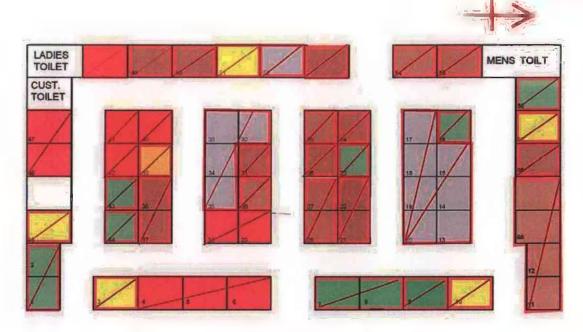
Supplied by: Stanfords 03 Nov 2015 Licence: © Crown Copyright and database rights 2015 OS100035409 Order Licence Reference: Ol925081 Centre coordinates: 533619 188918



Seven Sisters Market 231-245 High Road Tottenham N15 5BT





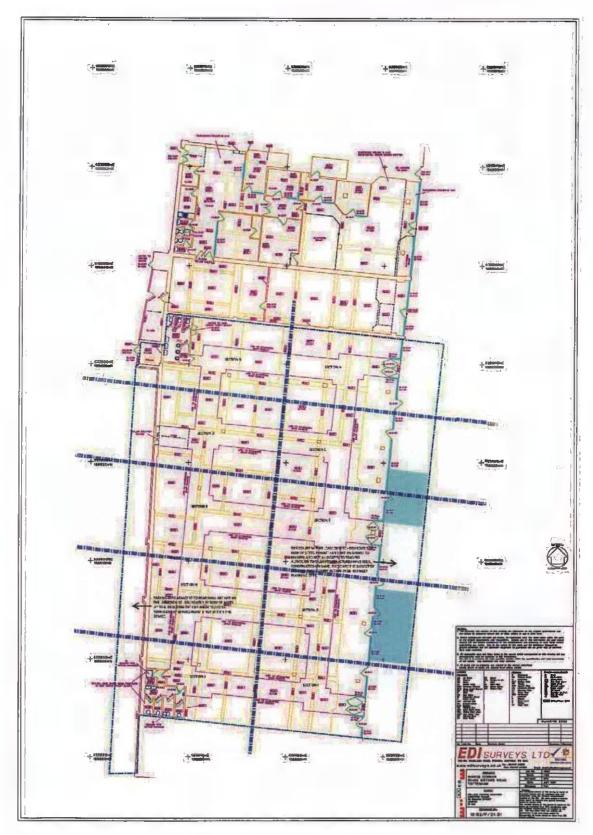


# SCHEMATIC LAYOUT OF KIOSKS AND CORRESPONDING USES - NOTE ORIENTATION BY NORTHPOINT

all sales - clothing & accessories vices - Money transfer agency   ering - Café all sales - household goods all sales - bedding & textiles vices - money transfer agency all sales - foodstuffs / supermarket all sales - fabrics rdresser - ladies all sales - juice bar rdresser - ladies bershop - mens vices - travel agency rdresser - ladies ering - takeaway ering - Café
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ail sales - fashions
vices - legal assistance
ering - Cafe
ering - Café kitchen
uticians - ladies
uticians - ladies
vices - money transfer agency
all sales - butcher
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# LOCATION OF PHOTOS AS PER PHOTO REFERENCES: SECTIONS A- J





SECTION A: 10/11/12/13/14/15/59/60











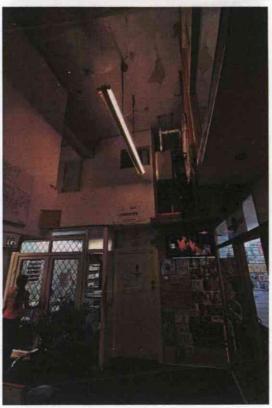


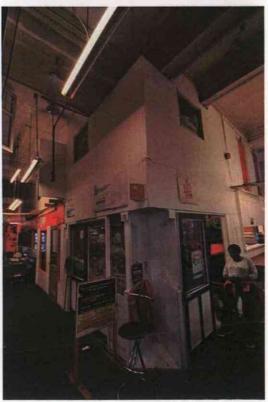


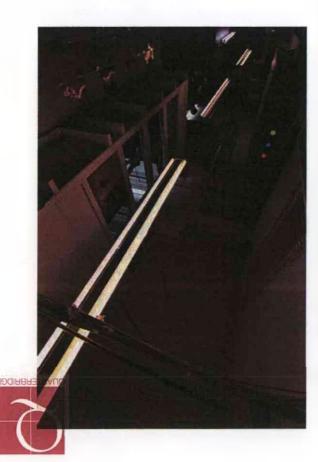
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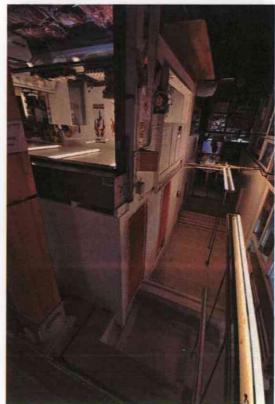


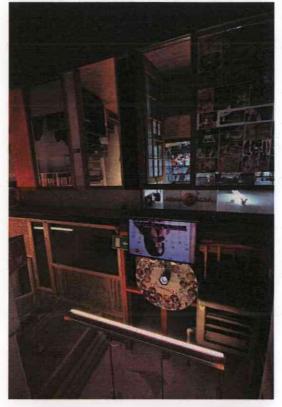












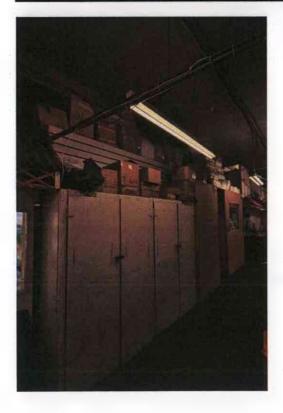


SECTION C: 7/8/9/19/20/21/22







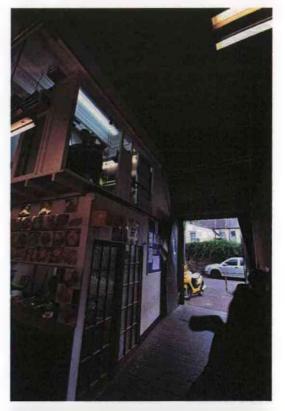


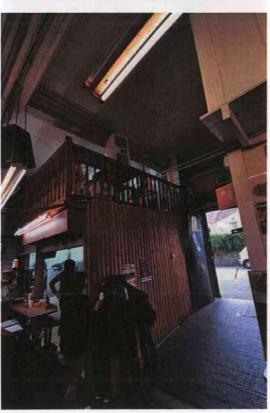


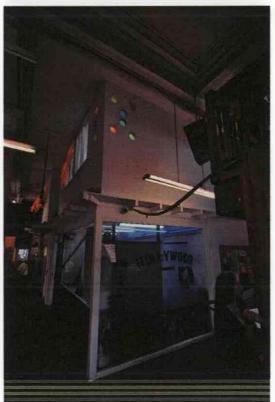


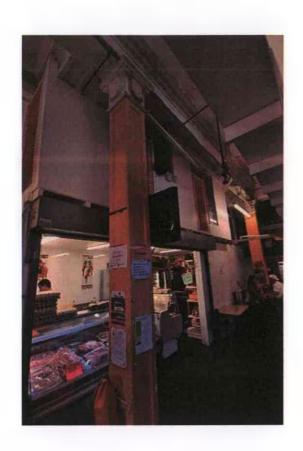
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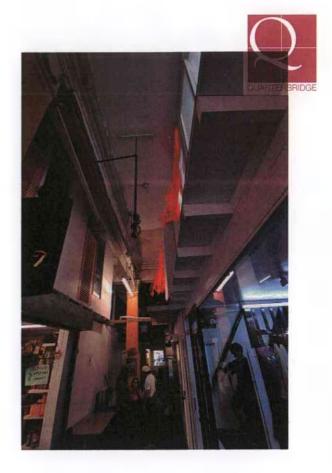




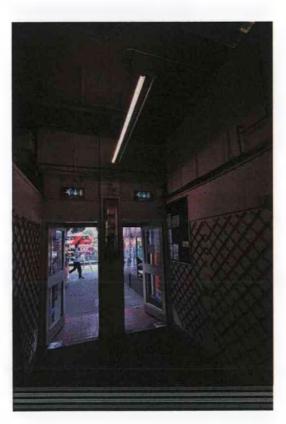


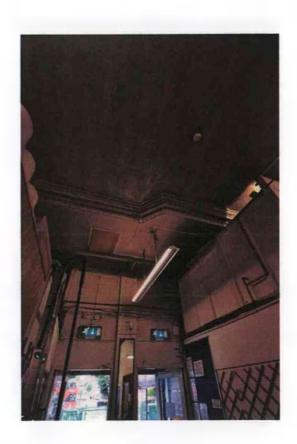


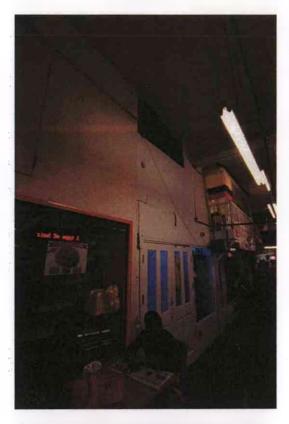


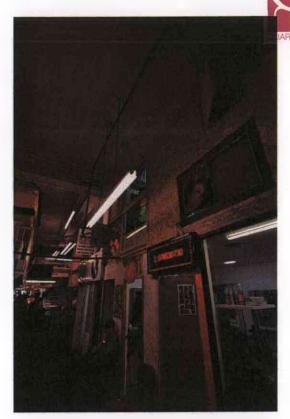


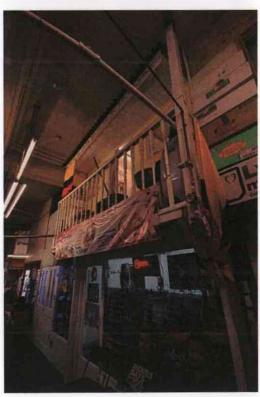
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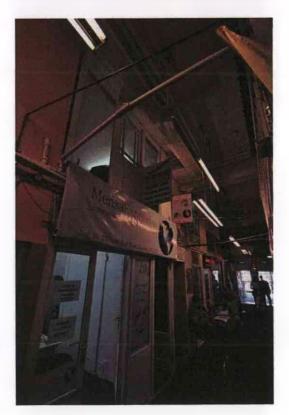


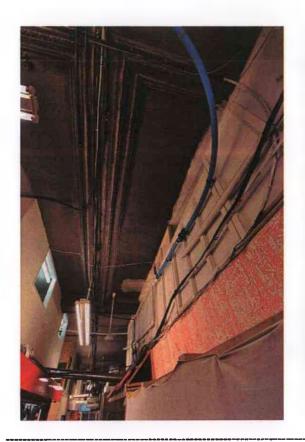


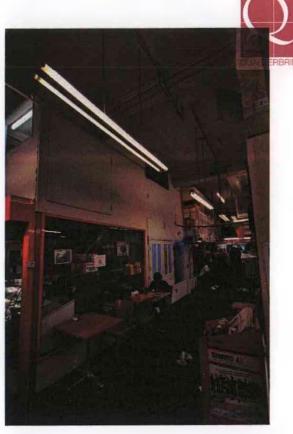




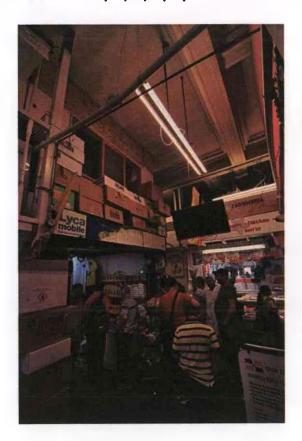


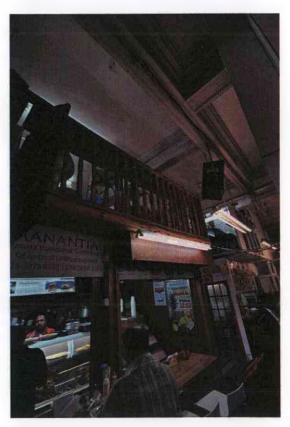




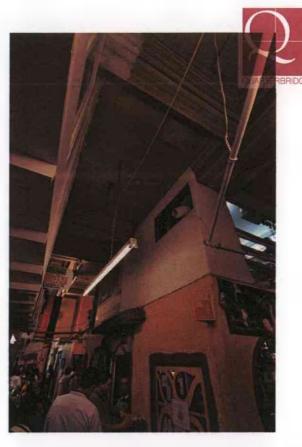


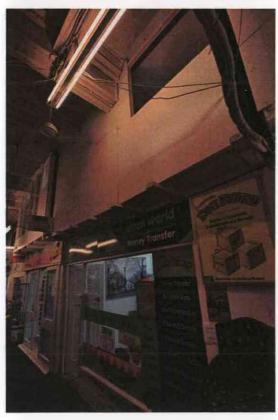
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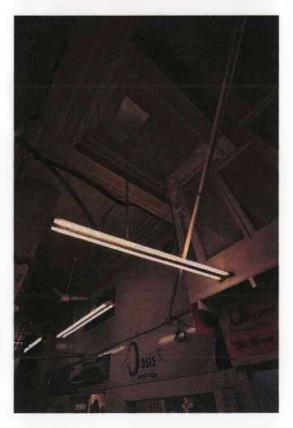






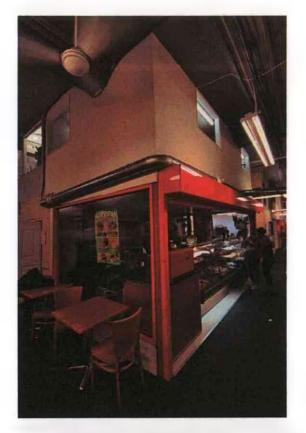


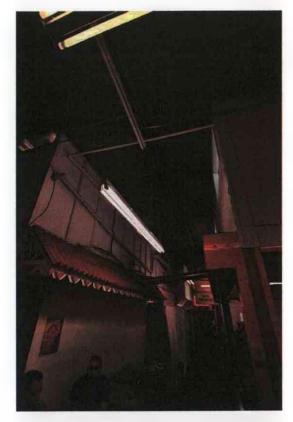


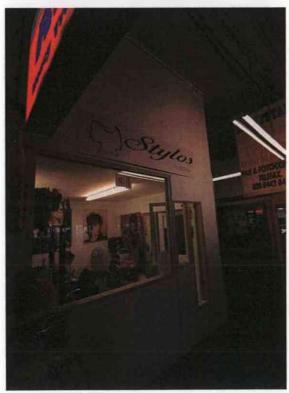


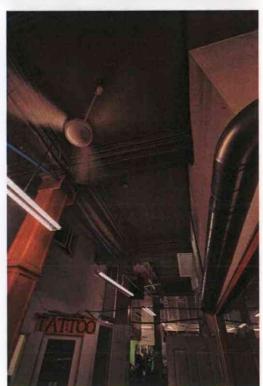


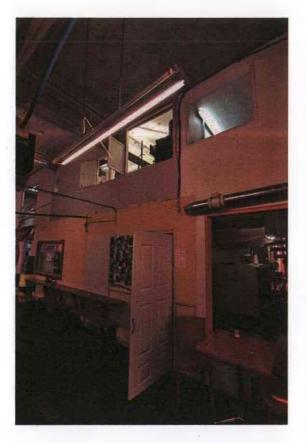
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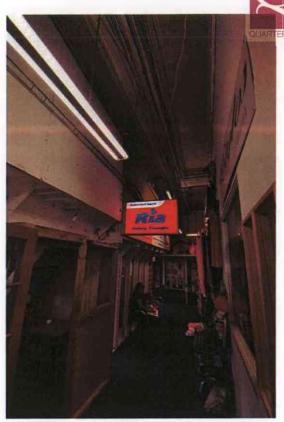




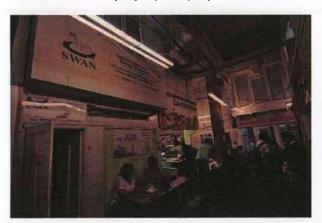


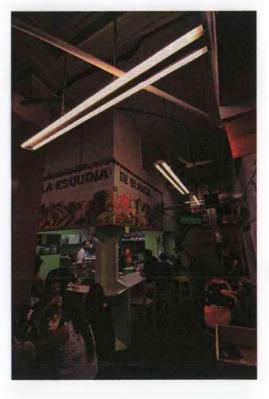




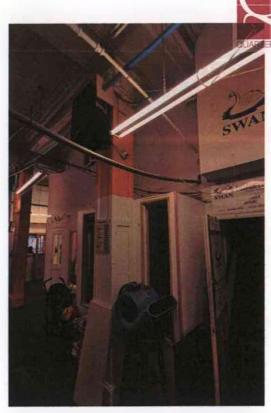


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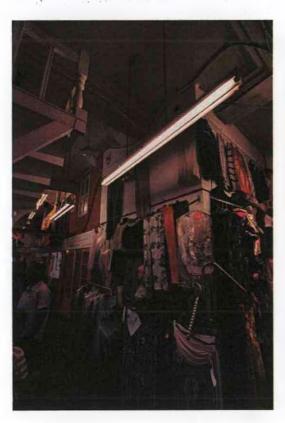


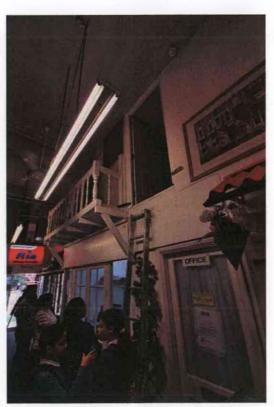


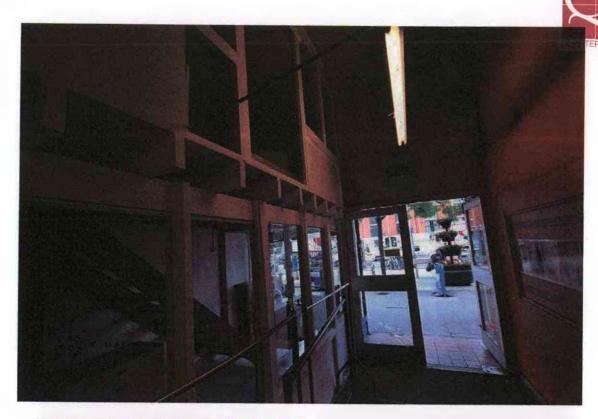


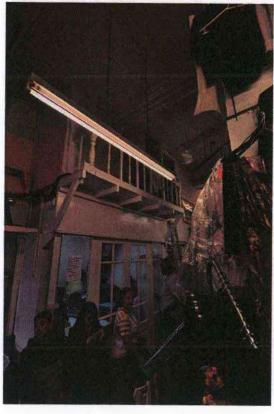


SECTION I: 1/2/3/43/44/46





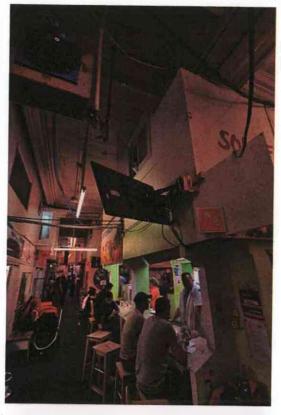


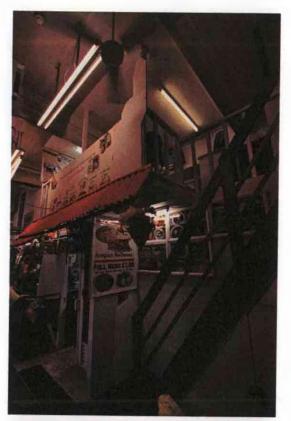


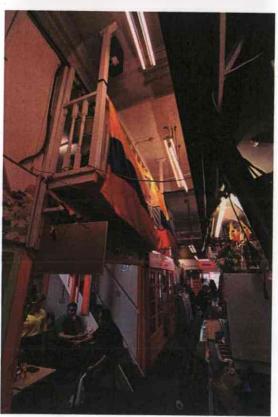


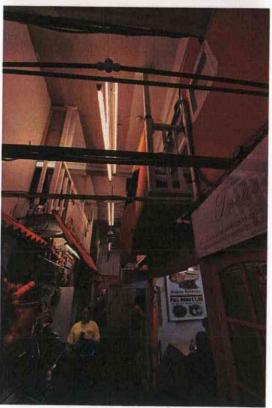


SECTION J: 41/42/46/47/48



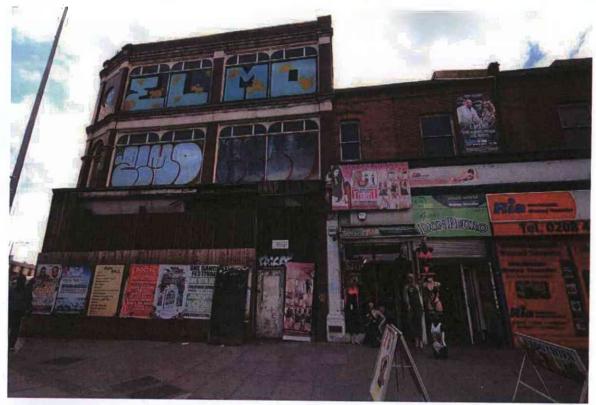








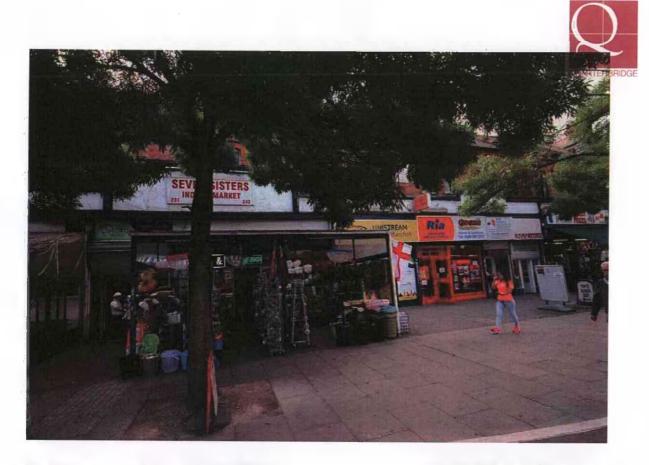
SECTION K: ELEVATION TO 231 – 245 HIGH ROAD, TOTTENHAM N15 5BT





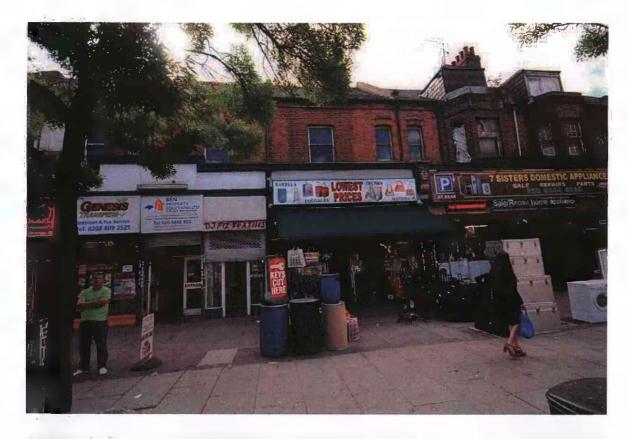














Executed as a Deed by COMMON SEAL OF LON UNDERGROUND LIMIT	IDON	) ). ).	
in the presence of:-		).	
		Authorised Signatory	
Signed as a Deed by MARKET ASSET MANAGE (SEVEN SISTERS) LIMIT acting by two directors one director and its second	TED or	Director/Secretary	
Signed as a Deed by GRAINGER SEVEN SISTERS LIMITED		) Ol. Cor	com
acting by one director in the presence of:		200	
Witness' signature		O.	
Name (please print)	DANA	THIAN LUDGE	
Address	1 lon	an kripis on SEI 986	· · · · · · · · · · · · · · · · · · ·
Occupation		TEALO SAUETO	



# LICENCE TO TRADE

# SEVEN SISTERS MARKET, 231-243 HIGH ROAD, TOTTENHAM N15 5BT

1.	LICENSED PREMISES: (Unit numbers)	
		Seven Sisters Market,
		231- 243 High Road,
		Tottenham N15 5BT
2.	LICENSOR:	Market Asset Management (Seven Sisters) Ltd
	* 1 × 1 × 1	2 West Stockwell Street
		Colchester
		Essex CO1 1HQ
		Tel. 01206 761000
3.	LICENSEE(S): (Note: Limited Companie	s are not accepted).
	Home address(es)	•
	Contact tel. (Home /mobile):	
	Email(s)	
	Evidence of ID & residence:	
4.	LICENCE TERM:	Twelve months, subject to terms hereafter
5.	COMMENCEMENT DATE:	
	COMMITTACLINE TO DATE.	
6.	RENT REVIEW(S):	Subject to terms hereafter
7.	LICENCE FEE:	£ payable weekly, excluding Vat
	***	
8.	FEE COMMENCEMENT DATE:	
9.	SERVICE CHARGE:	Included in licence fee, subject to terms hereafter.
10.	LICENSEE INSURANCES:	Refer to management regulations for requirement.
11.	MANAGEMENT REGULATIONS:	As per current version, subject to re-issue
12.	PERMITTED & RESTRICTED HOURS:	As per current notification, subject to variation.
12.	PERIVITTED & RESTRICTED HOURS.	As per-current notification, subject to variation.
13.	DEPOSIT:	
14.	ADDITIONAL TERMS:	As specified overleaf
		**
<b>15</b> .	APPROVED USE:	



#### 16. ALIENATION:

No assignment or subletting is permitted. A nominated successor will be considered on such terms as the Licensor requires e.g. all arrears being cleared, any proposed alterations being approved and the permitted use remaining the same.

#### 17. TERMINATION:

By Licensee: Upon 28 days notice in advance. By Licensor: Upon 7 days notice in advance: The licensee remains liable for the rent etc payments during the notice period and for any arrears upon expiry regardless of the manner by which the licence is terminated.

# 18. SERVICE CHARGE:

#### 19. PAYMENTS:

Rent payments are due in advance and payable by cash or cheque to the Market manager. A receipt will be issued upon request. A statement of account is available upon request to the Head Office. Payments by BACS should quote the Licensee name and unit number. Post-dated cheques are not accepted. Payment by Direct Debit or Standing Order is preferred and may attract a discount. Declined cheques will be subject to an administration charge. Debts remain personal to the Licensee whether in occupation or not and default or late payment attracts statutory interest. Licensee should periodically review the management regulations supplemental to this document - contact the Market manager for the current version.

Parking permits are issued separately and are subject to the same management regulations. Contact the Market manager for more details:

The Licensor grants the Licensee(s) the right to operate his business from the premises and upon the terms described beforehand subject to the terms and conditions of this document and the Market Management Regulations as issued from time to time, receipt of which the licensee hereby acknowledges.

# **SIGNED & DATED:**

Licensee(s):	Date:
For Market Asset Management (Seven Sisters) Ltd	
Licensor:	Date:

Market Asset Management (Seven Sisters) Ltd
Registered in the UK no. 09435426
Registered offices:
Marlborough House, Victoria Road South, Chelmsford, Essex CM1 1LN
Head office and accounts dept:
2 West Stockwell Street, Colchester, Essex CO1 1HQ
Tel. 01206 713649 www.marketassetmanagement.com
Premises:
Seven Sisters Market Hall, 231 - 243 High Road, Tottenham, London N15 5BT
Tel. 0208 802 1970
Bankers:
HSBC Bank plc. 129 Bond Street, London W1S 1EA. Code 40-05-01

HSBC Bank plc. 129 Bond Street, London W1S 1EA. Code 40-05-01 Account no. 91786695. Cheques payable to 'MAM (Seven Sisters) Ltd'



#### 20. SUPPLEMENTAL

#### The Licensor undertakes:

- 20.1 To permit the licensee(s) to peaceably hold and enjoy the premises for the approved use.
- 20.2 To provide shared welfare and services to enable the licensee to pursue their approved use.

#### The Licensee undertakes:

- 20.3 To comply with the directions of the licensor and his appointed agents.
- To comply with the terms of this licence and the management regulations and not to assign, sublet or part with possession of any part of the premises.
- To forthwith comply with all directions notified by the licensor with regard to Health & Safety and also with any other form of statutory obligation.
- To ensure a duty of care to and ensure the health safety and welfare of all persons upon the licensed premises and to comply with the licensors Health & Safety policy.
- To pay the licence fee and any Vat thereon forthwith without deduction on the days and in the manner specified in the management regulations and not to secure any loan or charge against the premises or this agreement.
- To ascertain and comply with all statutory legislation pertaining to the approved use of the premises and not to do or allow anything to be done which may result in enforcement action being taken against the licensor.
- To repair and maintain the premises and it's equipment and fixtures and fittings and keep them in good and substantial repair and condition and upon expiry of this licence to restore same to their condition as at the date of this licence.
- To keep the premises stocked, staffed and open for trade during the permitted hours as notified by the licensor and leave any standing-out area clear of stock at all other times and not to trade during any restricted hours notified by the licensor.
- 20.11 Not to interfere with or make any alterations or addition to the common parts of the Market premises or it's fixtures or fittings or services.
- Not to interfere with or make any alterations or addition to the licensed premises or it's fixtures or fittings or equipment except with the prior approval of the licensors.
- Not to breach the terms and conditions of any Public and Products liability and Employers liability insurances effected by the licensor and to effect such additional insurances as are necessary in respect of the approved use and to indemnify the licensors and their agents against any claim resulting from the licensees use of the premises and to give immediate notice of any event which may affect any insurance policy effected by the licensor.

# And it is agreed:

- 20.14 Subject to the alienation clause this agreement is personal to the licensee(s) and is not transferable or assignable and there is no intention to create a relationship of landlord and tenant by this agreement.
- 20.15 If more than one licensee is named the obligations and liabilities of this document are joint and several.
- 20.16 This licence may be revoked or amended by the licensor upon seven days notice.
- 20.17 No compensation shall be due to the licensee upon expiration or termination of this licence.
- 20.17 In the event of breach of these terms by the licensee(s) the licence shall determine forthwith.



# LICENCIA COMERCIAL

# SEVEN SISTERS MARKET, 231-243 HIGH ROAD, TOTTENHAM N15 5BT

1. ESTABLECIMIENTOS CON LICENCIA: (Números de las Unidades) Seven Sisters Market, 231-243 High Road, Tottenham N15 5BT 2. LICENCIANTE: Market Asset Management (Seven Sisters) Ltd 2 West Stockwell Street Colchester Essex CO1 1HQ Tel. 01206:761000 3. TITULAR DE UNA LICENCIA (S): (Nota: Sociedades Limitadas no se aceptan) Dirección particular (es) Tel de contacto. (Casa /Móvil): Email(s) Evidencia de Identificación ID y residencia: **TÉRMINOS DE LA LICENCIA:** 4. Doce meses, sujeto a los términos en los sucesivo **FECHA DEL COMIENZO:** 5. 6. **REVISIÓN DE LA RENTA (S):** Sujeto a los términos contenidos aquí TASA/PAGO DE LA LICENCIA: £ semanalmente, excluyendo VAT (IVA) 8. **DÍA DEL INICIO DEL PAGO: CARGO POR SERVICIO:** 9. Incluido en el pago de la licencia, Sujeto a los términos contenidos. **SEGUROS DE LOS TITULARES** 10. **DE LICENCIA:** Refiérase a las normas de la administración 11. NORMAS DE LA ADMINISTRACIÓN: Como en la versión actual, sujeto a cambios. 12. HORAS PERMITIDAS Y RESTRINGUIDAS: Como está en la notificación actual, sujeto a verificación **DÉPOSITO / ENTRADA:** 13.

Como está especificado en la página siguiente

**TÉRMINOS ADICIONALES:** 

USO APROBADO:

14.

15.



# 16. ENAJENACIÓN:

Ni la asignación ni el subarrendo está permitido. Se considerá un sucessor nominado de acuerdo a los términos que requiera el Licenciante, e.j, todos los pagos atrasados deben ser pagados, cualquier alteración propuesta debe ser aprobada, y el uso permitido debe permanecer.

# 17. RESCISIÓN:

Por el Licenciante: A los 28 días de notificación por adelantado. Por el Licenciante: A los 7 días de notificación por adelantado. El Titular de la Licencia sigue sieno responsable del pago de la renta, etc, durante el periodo, y por pagos atrasados, independientemente del modo en que la licencia sea rescindida o terminada.

#### 18. CARGOS DE SERVICIO:

#### 19. PAGOS:

Lo pagos de la renta se hacen por adelantado en efectivo o con cheques y se pagan al gerente del mercado. Se le dará un recibo al hacerlo. Una declaración de cuanta está disponible si se solicita a la Oficina Central. Los pagos por BACS deben incluir el nombre del Titular de la Licencia y el número de la unidad. No se aceptan cheques con fechas adelantadas. Se prefiere el pago por Débito Directo o Domiciliaciones (Standing Order), y al hecerlo puede que tenga un descuento. Los cheques que sean rechazados implican un pago administrativo extra. Las deudas siguen siendo personales del Titular, esté trabajando o no, y los pagos atrasados conllevan a pagos de intereses legales. El titular de una Licencia debe revisar estas normas periodicamente — cóntacte al gerente para que le dé la versión más actualizada. Los permisos de los parqueos están sujetos a las mismas reglas de la administración. Para más información, cóntacte al Gerente del Mercado.

El Licenciante le concede al Titular de la Licencia (es) el derecho de operar este negocio desde este establecimiento de acuerdo a los términos descritos, sujeto a los términos y condiciones de este documento y a las Normas de la Administración del Mercado, emitidas de vez en cuando, recibo de las cuales por este medio acepta el Titular de la Licencia.

# FIRMADO Y FECHADO:

Banco:

Licenciante: Fecha: Representando a Market Asset Management (Seven Sisters) Ltd

Titular (es) de la Licencia: Fecha:

Market Asset Management (Seven Sisters) Ltd

Registrada en UK no. 09435426

Registrada en la oficinas: Marlborough House, Victoria Road South, Chelmsford, Essex CM1 1LN Oficina Central y dept de cuentas: 2 West Stockwell Street, Colchester, Essex CO1 1HQ

Tel. 01206 713649 www.marketassetmanagement.com

Establecimiento: Seven Sisters Market Hall, 231 - 243 High Road, Tottenham, London N15 5BT Tel. 0208 802 1970

HSBC Bank plc. 129 Bond Street, London W1S 1EA. Code 40-05-01

No. de Cuenta. 91786695. Cheques pagos a 'MAM (Seven Sisters) Ltd'



## 20. SUPLEMENTARIO

#### El Licenciante está de acuerdo en:

- 20.1 Permitirle al Titular (es) de la Licencia tener y disfrutar del establecimiento pacíficamente para el uso aprobado.
- 20.2 Proveer servicios y bienes comunes que faciliten al Titular (es) de la Licencia llevar a cabo el uso aprobado.

# El Titular (es) de la Licencia está de acuerdo en:

- 20.3 Cumplir con las directivas del licenciante y de sus agentes autorizados.
- 20.4 Cumplir con los términos de la licencia y las normas de la administración, y no asignar, subarrendar o dar posesión de parte del local.
- 20.5 Cumplir inmediatamente con las direcciones notificadas por el licenciante referente a Higiene y Seguridad, y también con cualquier otra obligación legal.
- Hacer que se ejerza la obligación de cuidar la seguridad y salud de todas las personas en el local licenciado y cumplir con la normas de Higiene y Seguridad del Licenciante.
- Pagar la Licncia y el VAT (IVA) inmediatemente sin deducción cuando debe ser pagada y como está espicificado en las normas de la administración, y no pedir ningún préstamo ni cargo bancario contra el local o este acuerdo.
- 20.8 Cumplir con todas las regulaciones legales relacionadas con el uso aprobado del local, y ni hacer ni permitir nada que conlleve a medidas coercivas contra el Licenciante
- Reparar y mantener el local y sus equipos, accesorios y dispositivos, y al expirar la licencia, devolver todo como estaba al incicio de la misma.
- 20.10 Mantener el local abastecido y con el personal durante las horas permitidas notificadas por el Licenciante, y dejar cualquier área de afuera libre de productos todo el tiempo, y no ejercer actividad comercial durante horas no permitidas por el Licenciante.
- 20.11 Ni interferir ni hacer alteraciones o adiciones a las partes comunes del Mercado, ni a sus accesorios o dispositivos de servicio.
- Ni interferir ni hacer alteraciones o adiciones a las partes comunes del Mercado, ni a sus accesorios o dispositivos o equipos sin tener antes la aprobación de los Licenciantes.
- No violar los términos y condiciones de cualquier responsabilidad legal Pública y de los Productos, ni de seguros para Empleadores, en vigor por el Licenciante, y tener los seguros adicionales como sea necesario relacionado con e, uso aprobado, y pagar compensación a los Licenciantes y a sus agentes contra cualquier reclamación que resulte del uso del local por el Titular de la Licencia, y notificar inmediatamente cualquier cosa que pueda afactar la póliza de seguro puesta en vigor por el Licenciante.

# Y está acordado que:

- Sujeto a la cláusula de enajenación, este acuerdo es personal con el Titular (es) de la Licencia, y no puede ser transferido ni asignado, y este acuerdo no implica la intención de crear una relación como la de un propietario y un arrendadatario o inquilino.
- Si se nombra más de una licencia, las obligaciones y responsabilidades legales de este documento son conjuntas y variadas.
- 20.16 Esta licencia puede ser revocada y modificada por el Licenciante con una notificación de siete días.
- 20.17 Al expirar o terminar esta licencia, no se debe pagar ninguna compensación al Titular (es) de la Licencia,
- 20.17 En caso de violación de los términos por el Titular (es) de la Licencia, la licencia debe ser determinante de inmediato.



# MARKET ASSET MANAGEMENT (SEVEN SISTERS) LTD

#### MANAGEMENT REGULATIONS FOR

# SEVEN SISTERS MARKET, 231-243 HIGH ROAD, TOTTENHAM N15 5BT

# 1. Compliance:

- These regulations apply to all kiosk units ('stalls') within the market and shop units fronting onto High Road and the service road off Suffield road and vehicle parking spaces off the service road. All licensees are required to comply with these regulations as part of the terms of their occupational agreement and to comply with all directions issued by the market manager on behalf of the licensors. In this document the terms 'licensee' 'licensees' 'tenant', 'trader' and 'stallholder' are interchangeable as are 'fee' 'rent' 'charges' and 'tolls' and as are 'unit', 'shop', kiosk' and 'licensed premises'. 'Licensor' includes the authorised representatives and agents of Market Asset Management (Seven Sisters) Ltd. By entering into their licence to occupy the premises the licensee is deemed to accept these regulations.
- These regulations may be revoked, amended or supplemented from time to time as the licensors see fit. In return for compliance with same all licensees are entitled to the benefit of these regulations and may call upon the licensor to apply them upon their behalf.
- These regulations may be varied or supplemented by notices posted from time to time on the Market noticeboard and/or by email direct to licensees. Licensees shall comply with all additional notices or operating guides or guidance issued by the licensors and shall afford full co-operation with authorised third parties e.g. LB Haringey responsible for enforcement.
- Licensees and their employees and agents are required to comply with the provisions of their licence to trade and all statutory requirements including Health & Safety; EU food hygiene, fire safety and employment legislation.
- (1.5) If the licensor or market manager notifies a stallholder that he or she is in breach of these regulations the licensee shall comply forthwith. If the licensee disputes the notice or direction then the licensors complaints procedure shall apply.
- (1.6) These regulations shall be read in conjunction with the licence to trade. In the event of any conflict the licence shall prevail.
- (1.7) The licensor reserves the right to waive, alter or add to these management regulations from time to time at it's absolute discretion in the interests of good estate management.
- (1.8) The licensee extends an unconditional indemnity to the licensor in respect of any liability which may result from the licensee's failure to comply with these regulations.



# 2. Evidence of identity:

(2.1) All licensees shall provide to the licensor upon request evidence of identity (e.g. a passport) plus proof of residence (e.g. a recent utility bill) VAT registration (if appropriate) and additional insurance cover (see below). The same information shall be provided by and for any manager appointed to run a stall. Original documents must be supplied for copying. Copies will be kept for management records in accordance with provisions of the Data Protection Act etc. and will not be divulged to any third party unless required by Court order.

#### 3. Insurances:

- (3.1) All licensees are required to effect and maintain for their period of occupation third party insurance cover for Public and Products liability for no less than £5million plus Employers liability cover for no less than £10million for their approved use and extend an indemnity to the licensor in that respect. Copies of the policy certificate(s) shall be made available for inspection upon request and a copy of the Employers liability certificate displayed within the unit.
  - Advisory: Licensees are advised that membership of the National Market Traders Federation (<u>www.nmtf.co.uk</u>) automatically includes such insurance cover. Licensees are also advised cover may contain exclusions for 'body treatments' e.g. tattoo parlours or hair and beauty treatments.
- (3.2) Licensees are required to effect all such additional insurance cover as is necessary to pursue their permitted use e.g. additional cover for 'body treatments' (see before) and professional indemnity insurance for those who supply financial services. The licensee shall extend an indemnity to the licensor in that respect.
- (3.3) The licensee shall not do or allow to be done any act which may render such insurances void.
- (3.4) Advisory: Licensees are advised the landlords insurances do not include cover for loss or damage to licensees approved alterations, equipment, stock and vehicles whilst using the Market. The licensor disclaims all liability for personal injury and loss of or damage to any property of the licensee(s) whilst upon the premises which includes the service road and carpark. The licensee is advised to check their own insurances cover such risks.

# 4. Hours for access, trading hours and Sunday trading:

- (4.1) Permitted trading days and hours and restricted hours are as notified by the licensors.
- (4.2) The gates to the service yard are locked outside trading hours. Access to the service road, carparking spaces and Market Hall during such hours is at the discretion of the market manager.
- (4.3) Stalls shall be properly stocked, staffed and open for trade during all advertised trading hours. The market manager has discretion to allow a licensee to close e.g. for annual holidays or sickness.
- (4.4) No stock, equipment or rollcages shall be left in the public aisles during trading hours.

## 5. Approved product lines:

(5.1) Licensees shall only offer for sale those products or services specified in their licence to trade. If a licensee wishes to introduce additional or otherwise change their lines they must seek approval from the licensor. The licensor has absolute discretion as to which product lines are approved.

(5.2) Disputes over approved lines should be advised to the market manager. Stallholders considered to be in breach will be formally notified and offered the opportunity to make representations as per the complaints procedure.

# 6. Payment of rent, tolls and/or charges:

- (6.1) Licensees shall pay all rents fees charges and tolls monthly in accordance with their licence to trade. This shall include any and all VAT due upon same as shown by invoice, statement or receipt. The charges shall be as stipulated in the licence to trade including the licence fee plus any supplemental charges as listed.
- (6.2) If stipulated in the licence to trade the licensee shall reimburse to the licensor within 14 days of demand all costs incurred by them in supplying electricity, water and/or gas to the demised unit.
- (6.3) Unless otherwise stated in the occupational agreement the licensee is responsible for the discharge of any business rates liability for the unit. The licensee may be entitled to small business rates relief and to claim same should make application to the rating authority.
- (6.4) Late payment of any charges shall attract interest at 5% over then-current base rate and failure to pay within 28 days of the due date shall be deemed a breach of the occupational agreement and grounds for forfeiture.

# 7. Display of goods and extent of licensed premises:

- (7.1) The licensee is responsible for maintaining and cleaning the licensed premises.
- (7.2) The licensee shall only conduct his business from within the demise of his unit.
- (7.3) The 'standing-out' of goods outside the licensed premises is at the manager's discretion and is revocable at any time.
- (7.4) The content or design of all signage and displays is at the manager's discretion and permission may be restricted or revoked at any time.
- (7.5) The preparation or cooking of foods upon a stall is at the manager's discretion and permission may be restricted or revoked at any time.
- (7.6) Advisory: The paved area in front of units which front directly onto High Road is not included within the demise of those units. Any displays in that area are subject to approval by the landlords and may require a pavement trading licence from LB Haringey.

#### 8. Health & Safety obligations:

- (8.1) Licensees have a duty of care to themselves and others to ensure the Health and Safety of all licensees, guests, employees, management staff, shoppers and users of the Market. Any hazardous situations that arise must be reported immediately to the market manager.
- (8.2) Licensees must familiarise themselves with the market fire alarm and emergency evacuation procedures and ensure their staff are instructed likewise. Life safety is the absolute priority so if a fire is discovered the fire alarm must immediately be activated and the market evacuated.
- (8.3) Licensees must comply with all practice drills and not interfere with or obscure any fire detection devices, sprinkler heads or escape doors. All aisles and escape routes must be kept clear of stock and obstructions. If the building is evacuated all licensees must report to the market manager (fire marshal) at the muster point on High Road, outside the underground station.



- (8.4) Licensees shall provide such first aid fire-fighting equipment within their unit as identified as necessary by their own fire risk assessment and/or notification by the licensor. If a fire is discovered it must not be tackled by a licensee until the alarm has been sounded and there is absolutely no danger to life.
- (8.5) Licensees working methods must ensure the Health & Safety of all licensees, guests, employees, management staff, shoppers and users of the Market at all times whether within the stall or elsewhere in the Market, service road or parking areas. Licensees must implement a proper risk assessment of all their working methods and implement preventative measures as necessary. The Health & Safety file available in the management office provides practical guidance.
- (8.6) Particular care must be taken to guard against the hazards of working at height, vehicle movements, the delivery and transfer of stock and the stacking and display of goods.
- (8.7) Licensees are reminded of their obligation to provide a stocked first aid box and personal protective equipment for all employees and/or persons working in their unit. A comprehensive first aid and burns kit and eyewash station is available in the management office but this is not a substitute for the provision of same by a licensee.
- (8.8) All accidents and 'near misses' involving licensees, their guests or staff or members of the public either on or off the stall must be reported to the manager immediately for investigation and entry in the accidents book and notification to the insurers and HSE as necessary. Licensees are advised to keep a record for their own purposes.

# 9. Alterations:

- (9.1) No alterations to the structure of the unit shall be made except with the express permission of the landlords or upon such conditions as they require e.g. compliance with the fire safety strategy for the building and the obtaining of building regulations approval. Alterations to the structure of the market building are expressly prohibited.
- (9.2) No alteration to the services (gas, electricity, water, drainage and ventilation) within a stall shall be made except with the express permission of the licensor. Any interference by a licensee with the services outside a stall e.g. the electrical sub-mains distribution, electrical submeter, fire alarm, emergency lighting or other life safety systems serving the Market will result in immediate termination of their licence. It is the licensee's responsibility to ensure the electrical safety and regular testing of all electrical distribution and fixed and loose electrical equipment downstream of the submeter.
- (9.3) Licensees are required to obtain prior approval to all signage, TV aerials and satellite dishes whether temporary or permanent either within or upon the external façade of the market building.
- (9.4) Licensees shall keep the licensed premises and all services fixtures fittings and finishes within it clean and in good and substantial repair and decoration.
- (9.6) Stallholders shall clearly display upon the licensed premises a sign indicating their name and business address in letters no less than 50mm high. This is in addition to the display of their insurance certificate(s).



# 10. General:

- No naked lights or cooking appliances or flammable liquids, bottled gases, fireworks or explosive or similarly potentially-hazardous substances shall be brought into the market except with the express consent of the market manager.
- Displays of goods and advertising material shall not include any product or literature that is, in the opinion of the manager offensive or obscene or likely to cause offence. Displays or canvassing for political purposes or for market research are expressly prohibited.
- (10.3) The Wi-Fi system provided by the Licensor subject to a 'fair use' policy. Availability and security and service speeds are not guaranteed and may be restricted or withdrawn from time to time.
- The CCTV system provided by the landlords covers only the common areas, service road and carparking spaces. It does not cover the interior of stalls. Recorded CCTV data is available upon request from the landlords. The landlords may use images for promotional purposes. Still or video photography by licensees or by third parties is not permitted except with the approval of and upon such terms as the licensors may require.
- (i0.5) Licensees and their staff shall take reasonable care in the use of all communal fittings apparatus and facilities, refuse disposal facilities and toilets and leave them clean and tidy after use.
- Licensees shall be polite and courteous to the public, management staff and other licensees. They shall not use foul language or allow their stall to be used so as to cause annoyance, nuisance or inconvenience to occupiers of other stalls or users of the market.
- (10.7) Licensees are expected to be supportive of each others and management efforts to promote and improve the market and not participate in social media or other campaigns to the contrary.
- (10.8) Stalls and product displays shall be presented in a clean and tidy manner and licensees shall be neatly-dressed and well presented.
- (10.9) Licensees shall not smoke or be under the influence of alcohol or drugs whilst upon the premises.
- (10.10) No counterfeit goods shall be brought onto the market. The manager has absolute discretion to direct what comprises same and to require its removal.
- (io.ii) Licensees shall store refuse and waste in a hygienic container within the licensed premises during trading hours and remove same only after close of trading.
- (10.12) At close of trading all meat waste and liquid fats and grease waste shall be removed to the designated storage containers for collection. They must not be disposed of to the drainage system or road gullies in the service road or into the general waste containers.
- (10.13) The refuse disposal facilities shall be used solely for arisings from that days trading. They shall not be used for the disposal of builders waste or shopfittings, shop fixtures and fittings, equipment or furniture.
- (10.14) After close of trading all stalls shall be thoroughly cleaned and any perishable stock removed from open display into refrigerated overnight storage or otherwise protected against contamination.
- (10.15) Music or musical instruments shall not be played except by permission of the market manager whose consent may be withdrawn at any time.
- (10.16) No animal shall be brought into the market.



# 11. Use of the service road and parking spaces:

- (11.1) The service road and parking spaces off same are private property under the control of the licensor. Useage is by invitation only. No liability is accepted for any personal injury to users or loss of or damage to vehicles using same.
- (11.2) Users shall comply with all directions of the market manager or his deputy. Access may be restricted from time to time for safety reasons or to alleviate congestion.
- (11.3) The service road is secured outside the advertised trading hours.
- (11.4) Use of the parking spaces is subject to the advertised conditions and parking charges. No overnight parking is allowed on the service road or carpark except by permit from the licensor.
- (11.5) No vehicle may be parked in the service road except for loading and unloading and then for no longer than is reasonably necessary to complete the task. The transfer of fuel is expressly prohibited.
- (11.6) Vehicles parked contrary to the advertised terms and conditions will incur a penalty charge and/or be removed. No compensation will be paid following their removal.
- (11.7) All vehicles using the service road and carparking spaces must be insured, taxed, roadworthy and have a valid MOT certificate (if required). Engines shall be switched off whilst loading and unloading.
- (11.8) Vehicles shall not exceed 4mph whilst using the service road.

# 12. Requirements for units fronting the High Road

- Licensees who occupy units which front onto the High Road shall keep their external façade secured with full width steel roller shutters, closed and locked when the unit is unoccupied. The licensor reserves the right to implement additional security measures whenever it deems necessary.
- (12.2) Advisory: The landlords intruder alarm system covers common areas, aisles and entrance doors of the market hall and does not cover the interior of units fronting onto the High Road. If licensees of such units opt to install a standalone intruder alarm system it shall be to current BS standard to all doors and windows which open onto High Road and include an interface to send and receive a signal to and from the licensors alarm system. Licensees of such units shall service and maintain the system and ensure it is operational when the unit is unoccupied and keep the licensor advised of the keyholder to the premises.
- (12.3) Licensees shall submit any external signage proposals to both the landlord and LB Haringey for advertisement control approval. The design shall incorporate an external alarm sounder for their intruder alarm system.

#### 13. Complaints procedure:

- (13.1) All licensees and staff have the benefit of and are subject to a formal complaints procedure.
- (13.2) All complaints involving licensees, staff and the public are dealt with in accordance with the licensors complaints and disciplinary procedure.
- (13.3) Complaints should be made in the first instance to the market manager who will seek to resolve same and issue a direction. If the complainant is not satisfied with the result he or she may appeal to a director of Market Asset Management (Seven Sisters) Ltd who will decide the matter and issue a direction which will be final and binding upon both parties.



- (13.4) Complaints between licensees or between them and staff will be treated in confidence and all parties notified of the complaint and given equal opportunity to respond. The complainant will be required to substantiate the allegation and normal rules of evidence and disclosure will apply. If a complaint against a member of staff is substantiated then the staff disciplinary procedure will be invoked. If a complaint against a licensee is substantiated then the licensor will issue a direction or in extremis terminate their licence.
- (13.5) If a complaint by a licensee against staff or another stallholder is found to be vexatious this will be regarded as a breach of their occupational agreement and will result in disciplinary action in the form of a direction or in extremis the termination of the complainant's occupational agreement.
- (13.6) Complaints made by a member of the public against a licensee will be notified to the licensee in private who will be invited to resolve the dispute privately. If this is not achieved the manager will arrange a private dispute resolution meeting which includes any third parties (e.g. trading standards) as necessary. If this meeting fails to reach agreement then a formal complaints hearing will be convened, chaired by a director of Market Asset Management (Seven Sisters) Ltd or his nominee. This will issue a direction which will be final and binding upon the licensee.
- In the event of persistent substantiated complaints against a licensee or actions which result in a formal police caution or prosecution or non-compliance of the licensee with direction notices their licence to trade will be terminated forthwith.



# **MARKET ASSET MANAGEMENT (SEVEN SISTERS) LTD**

#### **NORMAS DE GESTIÓN PARA**

# EL MERCADO DE SEVEN SISTERS, 231-243 HIGH ROAD, TOTTENHAM N15 5BT

# 1. Cumplimiento:

- Estas normas se aplican a todas las unidades de quioscos ('puestos/negocios') dentro del Mercado y a las unidades o tiendas que dan al frente de la calle principal y a la vía de servicio que da a la calle Suffield Road y a los parqueos de vehículos al lado de la vía de servicio. Todos los titulares de una licencia deben cumplir con estas normas como parte de los términos de su acuerdo ocupacional, y cumplir también con todas las direcciones dadas por el gerente del Mercado en representación de los Licenciantes. En este documento, los términos 'titular', 'titulares', 'arrendatario', 'comerciante', 'Comerciantes/vendedores' son intercambiables como también lo son 'pago' 'renta' 'cobro' y 'cuota' y además 'unidad', 'tienda', 'quiosco' y 'establecimientos con licencias'. 'Licenciante/otorgante' incluye las autoridades representativas y los agentes de Market Asset Management (Seven Sisters) Ltd. Al estar de acuerdo con esta licencia para ocupar los establecimientos, se considera que el titular acepta estas normas.
- (1.2) Estas normas pueden ser revocadas, corregidas o complementadas de vez en cuando como así lo considere el licenciante. A cambio del cumplimiento, todos los titulares tienen el derecho de beneficiarse de estas normas y pueden pedirle al licenciante que las aplique en su representanción.
- (1.3) Estas normas pueden cambiarse por anuncios puestos de vez en cuando en el tablón de anuncios del Mercado, o por email directo a los titulares. Los titulares deben cumplir con todos los anuncios adicionales o guías de operación emitidas por los licenciantes y deben de cooperar enteramente con terceras partes autorizadas, por ejemplo, LB Haringey responsable de la aplicación.
- (1.4) Los titulares de una licencia y sus empleados y agentes deben cumplir con lo estipulado en su licencia para comerciar y con todos los requisitos legales incluyendo temas de Salud y Seguridad, higiene, y con la preparación de alimentos de acuerdo a las normas de la UE, seguridad en caso de incendio, y con las leyes laborales.
- (1.5) Si el licenciante o gerente del Mercado notifica a un comerciante que él o ella está violando alguna de estas normas, el comerciante debe cumpliar con ellas de ahí en lo adelante. Si el comerciante disputa la notificación o instrucción del licenciante, se aplica el procedimiento de quejas del licenciante.
- (1.6) Estas normas deben ser interpretadas conjuntamente a la licencia para negocio. En caso de algún conflicto, la licencia debe prevalecer.
- (1.7) El licenciante se reserva el derecho de renuciar a, alterar o añadir a estas normas de vez en cuando a su entera discreción con el objetivo de la buena gerencia patrimonial.
- (1.8) El titular o dueño de un negocio extiende una indemnización incondicional al licenciante respecto a cualquier responsabilidad legal por el titular no haber cumplido con estas normas.



#### 2. Evidencia de Identidad:

Todos los titularesde una licencia deben proveer al licenciante evidencia de su identidad (e.j, un pasaporte) y además prueba de residencia (e.j; una cuenta reciente), Registro de VAT (si fuese apropiado) y cobertura de seguro adicional (leer abajo). Esta misma información debe brindarla cualquier gerente nombrado para dirigir un puesto o un negocio. Se debe presentar documentos originales y se les hará copias, las cuales guardaremos para los registros de la gerencia de acuerdo a lo estipulado en la Ley de Protección de Datos, etc, y no se divulgarán a terceras partes al menos que sea requerido por una orden judicial de un tribunal.

#### 3. Seguros:

- Todos los titulares o dueños de licencias deber tener y mantener seguros por terceras partes durante el periodo de la ocupación por Responsabilidad Pública y de Productos por no menos de £5 millones además de cobertura de Responsabilidad del Empleador por no menos de £10 millones para su uso aprobado y extender una indemnización al licenciante en ese sentido. Copias de la póliza o certificado (s) de seguros deben ser presentadas para inspección al ser solicitada, y una copia del certificado de Responsabilidad del Empleador se debe poner/mostrar dentro de la unidad.

  Asesoría: Se le aconseja a los titulares que ser miembro de la Federación Nacional de Comerciantes de Mercado (www.nmtf.co.uk) incluye automáticamente tal cobertura de seguro. Se le aconseja a los comerciantes que la cobertura puede que exluya 'tratamientos corporales', e.j; salas de tatauje o tratamientos de belleza y cabello.
- (3.2) Los titulares de una licencia deben tener todos estos seguros adicionales para llevar a cabo su uso permitido, e.j; seguro adional para 'tratamientos corporales' (ver debajo) y seguro de indemnización profesional para quienes proveen servicios financieros. El titular debe extender una indemnización al licenciante en ese sentido.
- (3.3) El titular no debe hacer ni permitir ningún acto que invalide estos seguros.
- (3.4) Asesoría: Se le aconseja a los titulares que los seguros de los propietarios no incluyen cobertura para pérdida o daño respecto a alteraciones, equipo, vehículos y stock aprovado por el titular mientras utiliza el mercado. El licenciante niega toda responsabilidad por daño o pérdida a cualquier propiedad de los titulares de una licencia (s) mientras estén en las instalaciones incluyendo la vía de servicio y el parqueo. Se le aconseja al titular que verifique su propio seguro para ver si cubre estos riesgos.

#### 4. Horas de acceso, horas comerciales y actividad comercial los domingos:

- (4.1) Los días y horas de actividad comercial permitidos y las horas restringidas son notificadas por los licenciantes.
- (4.2) Las puertas al patio de servicio están cerradas en horas no comerciales. El acceso a la vía de servicio, el parqueo y al Market Hall durante tales horas es a discreción del gerente del Mercado.
- (4.3) Los puestos o negocios deben estar abastecidos adecuadamente, con el personal y abierto durante todas las horas comerciales anunciadas. El gerente del Mercado tiene la diecreción de permitirle a un titular de cerrar, por e.j; para vacaciones anuales o por enfermedad.
- (4.4) No se debe dejar nungún equipo, ni productos en las áreas públicas durante las horas de acividad comercial.



#### 5. Líneas de productos aprobados:

- Los titulares de una licencia deben ofrecer sólo los productos y servicios especificados en su licencia (5.1)comercial. Si un titular desea introducir líneas de productos adicionales o cambiar sus líneas de productos, deben pedir la aprobación del Licenciante, quien tiene absoluta discreción sobre qué línea de productos son aprobados.
- Disputas referentes a las líneas aprobadas deben ser informadas al gerente del mercado. Se le (5.2)notificará a los comerciantes que se consideren que estén violando esto para que tengan la oportunidad de hacer representaciones por medio del prodecimiento de quejas.

# Pago de renta, cuotas y/o gastos:

- Los titulares de una licencia deben pagar todas las rentas, cuotas y gastos mensualmente de acuerdo (6.1)a la licencia comercial. Esto debe incluir cualquier y todo el VAT que se debe pagar que aparece en la factura o recibo. Los gastos o cuotas deben ser estipulados en la licencia comercial, incluyendo los costes de la licencia además de cualquier otro coste adicional que aparezca en la lista.
- Si está estipulado en la licencia comercial, el titular debe reembolsar al licenciante dentro de 14 días (6.2)de ser solicitado todos los costos incurridos por ellos para proveer electricidad, agua, y/o gas de la unidad arrendada.
- Al menos que esté planteado de otra forma en el acuerdo ocupacional, el titular es el responsable de (6.3)pagar las tasas por la unidad. El titular de la licencia puede que tenga derecho a tasas de negocio bajas, y pedir las mismas haciendo una solicitud a la autoridad reguladora de tasas.
- Los pagos atrasados de cualquier tasa/costo atraen un interés de 5% sobre la tasa actual y no (6.4)pagarlos dentro de 28 días del día indicado se considerará una violación del acuerdo ocupacional y motivará la extinción de los derechos.

#### 7. Exhibición de productos y magnitud del local con licencia.

- (7.1)El titular de la licencia es el responsable de mantener y limpiar el local.
- El titular sólo debe realizar actividades comerciales dentro de su unidad. (7.2)
- Los productos 'que sobresalen' del local autorizado es a discreción del gerente y revocable en (7.3)cualquier momento.
- El contentido y el diseño de letreros y señalización es a discreción del gerente, y el permiso puede (7.4)ser restringido o revocado en cualquier momento.
- La preparación de alimentos en un local es a discreción del gerente y el permiso puede se restringido (7.5) o revocado en cualquier momento.
- Asesoría: El área pavimentada frente a las unidades que dan justo frente a la calle principal no está (7.6)inlcuida en el arrendamiento de estas unidades. Cualquier exhibición de productos en esta área esta sujeta a la aprobación por los propietarios y tal vez requiera una licencia para comerciar en áreas pavimentadas de LB Haringey.



# 8. Obligaciones de Salud y Seguridad:

- (8.1) Los titulares de una licencia tienen el deber de cuidarse y cuidar a todos para garantizar la salud y seguridad de todos los autorizados, huéspedes, empleados, personal de administración, clientes y a la gente que use el Mercado. Cualquier situación que surja que represente un peligro debe ser informada inmediatamente al gerente del Mercado.
- Los titulares de una licencia deben de estar familiarizados con los procedimientos de evacuación y emergencia y de alarma de incendio del Mercado, y garantizar que su personal también lo esté. La seguridad de la vida es la prioridad principal, así que si se descubre un fuego, se debe activar la alarma de fuego inmediatamente y evacuar el mercado.
- Los titulares de una licencia deben cumplir con todas las prácticas y no interferir u obstruir ningún equipo para detectar fuego, puerta de emergencia o aspersores de agua. Todos los pasillos y rutas de emergencia (de escape) deben estar libres de mercancias y obstruciones. Si se evacua el edificio, todos los titulares deben informar al gerente del mercado (jefe de incendios) en el punto de reunión en la calle principal, afuera de la estación del metro.
- (8.4) Los titulares de una licencia deben tener equipos de primeros auxilios de lucha contra incendios dentro de la unidad como sea necesario de acuerdo a la evaluación y/o la notificación del licenciante. Si se descubre un incendio, el titular no debe intentar apagarlo hasta que no se haya activado la alarma y su vida no corra peligro.
- Los métodos de trabajo de los titulares de una licencia deben garantizar la Salud y Seguridad de todos los autorizados, huéspedes, empleados, el personal de administración, los clientes y la gente que use el Mercado todo el tiempo que estén dentro de su local o en cualquier otra parte del mercado, el parqueo o la vía de servicio. Los titulares deben implementar una evaluación de los riesgos de todos sus métodos laborales e implementar medidas si fuese necesario. El documento sobre la Salud y la Seguridad en la oficina de administración ofrece guías prácticas.
- (8.6) Se debe tener cuidado al trabajar en alturas, con los movimientos de vehículos, las entregas y la transferencia de mercancias y la descarga y acopio de mercancias y la exhibición de las mismas.
- Se les recuerda a los titulares de una licencia su deben tener un botiquín de primeros auxilios y equipos de protección personal para todos los empleados y/o las personas trabajando en la unidad. Existe un botiquín de primeros auxilios, quemaduras y daños a los ojos que está en la oficina de administración, pero esto no implica que el titular no tenga el suyo.
- (8.8) Los accidentes y 'casi accidentes' que involucren a los titulares de una lincecia o al personal o a miembros del público, ya sean en el local o fuera del mismo, deben informarse al gerente para investigación inmediata y la notificación en el libro de accidentes así como también a las compañías de seguro y al HSE como sea necesario. Se le aconseja a los titulares mantener un registro de los mismos.



#### 9. Alteraciones:

- (9.1) No se debe hacer ninguna alteración a la estructura del local sin el permiso de los propietarios, o para cumplir con los requerimientos, e.j, para cumplir con la estrátegia de lucha contra incendio del edificio, y la obtención de aprobación del reglamento de edificios. Las alteraciones a la estructura del edificio del Mercado están terminantemente prohibidas.
- (9.2) No se debe hacer ninguna alteración a los servicios de (gas, electricidad, agua, alcantarillado y ventilación) dentro de un local sin el permiso del licenciante. Cualquier interferencia con los servicios afuera de un local por parte de un titular, e.j, con los tramos de distribución eléctrica de las sub-líneas, la alarma de fuego, las luces de emergencias u otros sistemas de seguridad de la vida conllevará a la terminación inmediata de la licencia. Es la responsabilidad del titular garantizar la seguridad eléctrica y hacer pruebas con regularidad de la distribución eléctrica y de los equipos fijos o móviles submétricos.
- (9.3) Los titulares deben obtener aprobación previa para todas las señalizaciones, antenas de televisión y antenas parabólicas, sea dentro o alrededor de la fachada externa del edificio del mercado.
- (9.4) Los titulares deben mantener los locales y todos los asesorios y equipos para los servicios limpios y en buen estado, reparación y decoración.
- (9.6) Los comerciantes deben exhibir en sus locales arrendados una señal indicando el nombre y la dirección del negocio en letras que no sean más grandes que 50mm de altura. Esto es además de mostrar su certificado (s) de seguro.

#### 10. General:

- (10.1) No se debe traer al Mercado ninguna 'luz desnuda', ni equipos de cocinar, ni liquidos inflamables, ni gases embotellados, ni explosivos, ni fuegos artificiales, ni substancias potencialmente peligrosas sin la autorización del gerente del mercado.
- (10.2) La exhibición y publicidad de productos no debe incluir ningún producto o literatura que sea, en la opinión del gerente ofensiva o obscena o que pueda ofender. Las exhibiciones con fines políticos o para investigaciones de Mercado están estrictamente prohibidas.
- (10.3) El sistema de Wi-Fi provisto por el licenciante para 'uso justo.' La disponibilidad, seguridad y velocidad del servicio no están garantizadas, y puede retirarse o limitarse en cualquier momento
- El sistema de CCTV provisto por los propietarios sólo cubre las áreas comunes, la vía de servicio y los parqueos. No cubre os interiores de los locales. La grabación CCTV está disponible a solicitud a los propietarios. Los propietarios pueden usar imágenes con fines promocionales. No está permitido hacer fotografía fija o vídeo por parte de los titulares, o por terceras partes, excepto con la aprobación de los propietarios.
- (10.5) Los titulares de una licencia y sus empleados deben cuidar de modo responsable el uso de los equipos e instalaciones comunales, las áreas donde se vierte la basura y los baños, y dejarlos limpios después de usarlos.
- (10.6) Los titulares de una licencia deben ser corteses con el público, el personal de la administración y los otros titulares. No deben usar lenguaje descortés, ni dejar que su local sea utilizado para molestar a otros ocupantes o otros locales o personas que utilicen el mercado.



- (10.7) Los titulares deben apoyarse unos a los otros y a la administración para mejorar el mercado y no participar en campañas en redes sociales para lo contrario.
- (10.8) Los locales y las muestras de productos deben ser bien presentados, limpios y organizados, y los titulares deben estar correctamente vestidos.
- (10.9) Los titulares no pueden fumar, estar bajo la influencia de alcohol o drogas mientras estén en los locales.
- (10.10) No se debe traer mercancias falsas al mercado. El gerente tiene absoluta discreción para pedir que estas sean sacadas del mercado.
- (10.11) Los comerciantes deben guardar la basura en un contenedor higiénico dentro del local durante las horas comerciales y sólo botarla después de las horas comerciales.
- (10.12) Al terminar la actividad comercial, todos los desperdicios cárnicos, grasas líquidas y grasa deben botarse en los contenedores designados, listo para ser recogido. No deben ser vertidos en el sistema de saneamiento ni en las alcantarillas de la vía de servicio, ni en los contenedores de basura general.
- (10.13) Las instalaciones de gestión de desechos/basura sólo deben utilizarse para los desechos de la actividad comercial del día. No deben ser usadas para deshacerse de la basura de constructores o de asesorios de tiendas, equipos o muebles.
- (10.14) Al terminar la actividad comercial se deben limpiar todos los locales, cualquier producto que pueda hecharse a perder guardarse en las neveras para evitar contaminación.
- (10.15) No se debe tocar música ni instrumentos musicales sin la autorización del gerente del mercado cuyo consentimiento puede ser retirado en cualquier momento.
- (10.16) No se debe traer ningún animal al mercado.

# 11. Uso de la calle o vía de servicio y de los parqueos:

- (11.1) La vía o calle de servicio y los parqueos que salen de la misma son propiedad privada bajo el control del licenciante. Su uso es sólo por invitación. No se acepta responsabilidad legal por daños personales a usuarios o a vehículos que utilicen el mismo.
- (11.2) Los usuarios deben cumplir con el reglamento del gerente del mercado o su sustituto. De vez en cuendo, se restingirá el acceso por razones de seguridad o para aliviar el embotellamiento o algomeración
- (11.3) La vía de servicio está segura fuera de las horas comerciales anunciadas.
- (11.4) El uso de los parqueos está sujeto a las condiciones anunciadas y a los costes de parqueo. No se permite el estacionamiento por la noche en la vía de servicio, ni en el parqueo excepto con permiso del licenciante.
- (11.5) No se puede parquear ningún vehículo en la vía de servicio excepto para la carga y descarga y no más tiempo del necesario para realizar esta actividad. La transferencia de gasolina está prohibida
- (11.6) Los vehículos parqueados que no cumplan con los términos y condiciones anunciados serán multados o retirados. Después de ser retirados, no se pagará ninguna compensación.
- (11.7) Todos los vehículos que usen la vía o calle de servicio y los parqueos debe tener seguro, estar en condiciones de circular y tener (si fuese requerido) MOT (certificado de inspección técnica). Se debe apagar el motor en la carga y descarga.
- (11.8) Al usar la vía de servicios los vehículos no debe exceder las 4mph.



# 12. Requerimientos para las unidades que den al frente de la Calle Principal the High Road es hermoso

- Los titulares de una licencia que ocupen unidades que den al frente a la calle principal deben mantener su fachada externa segura con puertas enrollables a todo lo ancho, cerradas con llave cuando la unidad no esté ocupada. El licenciante se reserva el derecho de implementar medidas adicionales cuando considere necesario.
- Asesoría: El sistema de alarma de intrusión cubre la áreas comunes, los pasillos y las puertas de entrada al pasillo del mercado, pero no cubre el interior de las unidades frente a la calle principal. Si el titular desea poner un sistema de alarma debe ser BS standard a todas las puertas y ventanas que abren / dan a la calle principal, the High Road, y debe incluir un sistema de contacto que envie y reciba señales del sistema de alarma del licenciante. Los que tengan esas unidades deben mantener el sistema y garantizar que esté funcionando cuando la unidad esté desocupada, y notificar al licenciante sobre dónde está quardado el llavero del local
- (12.3) Los titulares de una licencia deben presentar una propuesta de señalización tanto al pripietario como a LB Haringey para su aprobación. El diseño debe incluir una sirena exterior para el sistema de alarma.

# 13. Procedimiento de quejas:

- Todos los titulares de una licencia y el personal se beneficiarán de, y estarán sujeto a, un procedimiento formal de reclamaciones o quejas.
- (13.2) Todas las quejas que involucren a los titulares, el personal o al público se resolverán de acuerdo al procedimiento disciplinario del licenciante.
- Las quejas se deben hacer primero al gerente del mercado, quien tratará de resolver el asunto. Si el demandante que pone una queja no está satisfecho con el resultado, él o ella puede apelar al director de Market Asset Management (Seven Sisters) Ltd quien decidirá el asunto y dará instrucciones las cuales serán definitvas y obligatorias para ambas partes.
- Las quejas o reclamaciones entre los titulares o entre el personal se resolverán de modo confidencial y se les dará a ambas partes la misma oportunidad para responder. Se le pedirá al demandante que fundamente su alegación y se aplicarán las reglas normales de presentación de pruebas. Si una queja contra un trabajador está justificada, se invocará el procedimiento disciplinario para el personal. Si una queja contra un titular de una licencia está justificada, el licenciante dará una instrucción, o en caso extremo, terminará la licencia.
- (13.5) Si se descubre que una queja contra algún trabajador o otro titular de una licencia es abusiva, se considerará una violación del contrato ocupacional y conllevará a medidas disciplinarias, o en caso extremo, a la terminación del contrato ocupacional del que puso la queja o reclamación.
- Las quejas hechas por miembros del público contra un titular de una licencia se notificarán a dicho titular en privado para resolver esta disputa. Si no se resuelve, el gerente organizará una reunión privada que incluirá a cualquiera de estas terceras partes (e.j. de standards para negocios) siempre que sea necesario. Si no se llega a un acuerdo en la reunión, se hará una audiencia formal de queja que presidirá el director de Market Asset Management (Seven Sisters) Ltd o alguien que él nombre, quien dará instrucciones que serán definitivas y obligatorias para el titular.
- (13.7) En caso de quejas o reclamaciones justificadas y continuas contra un titular de una licencia, o medidas que conlleven a advertencia de la policía, o a una acusación, o al incumplimiento del titular con las instrucciones dadas, se anulará su licencia comercial.