

AGENDA

**THERE WILL BE A BRIEFING FOR MEMBERS OF THE COMMITTEE ONLY AT
10.00AM**

**Licensing Sub Committee
Monday, 13th July, 2026 at 10.30 am
Council Chamber - The Guildhall**

Note: This meeting was originally scheduled to take place on 1 June 2026 but was postponed. This is the rescheduled meeting.

Members: Councillor Stephen Bunney
Councillor Karen Carless
Councillor Mrs Mandy Snee

Reserve Member: Councillor Jim Snee

- 1. To Elect a Chairman for this Meeting Only**
- 2. Apologies for Absence**
- 3. Members' Declarations of Interest**

Members may make any declarations of interest at this point but may also make them at any time during the course of the meeting.

- 4. Procedure** (PAGES 3 - 4)

Please note the procedure to be taken by the committee (which is attached to this agenda marked A).

- 5. Note:**

This licensing authority will only allow licensing decisions to be taken by a minimum of three Councillors. In the event of one member being unable to attend, their place will be substituted by another member. In the event of this substitution taking place all parties will be informed of the change of membership at the beginning of the hearing.

6. Licence Hearing - Transfer a Premise Licence

(PAGES 5 - 79)

Licence Number: 32UHB50224

Hearing Type: Objection to Application to Transfer a
Premise Licence

Applicant: MR NANTHAKUMAR MURUKAN.

Premises: Today's Extra, 2 Horsemarket, Caistor, Market
Rasen, LN7 6UP

Premises Licence Holder: Grantham Curry Pot Ltd

7. License Hearing - Vary a Premise Licence: DPS

(PAGES 80 - 151)

Licence Number: 32UHB50224

Hearing Type: Objection to Application to Vary a Premise
Licence to specify an individual as designated premise
supervisor

Applicant: Lincolnshire Police

Premises: Today's Extra, 2 Horsemarket, Caistor, Market
Rasen, LN7 6UP

Premises Licence Holder: Grantham Curry Pot Ltd

Paul Burkinshaw
Head of Paid Service
The Guildhall
Gainsborough

2 June 2026

Procedure for Hearings Licensing Act 2003

1. Election of Chair

2. Chair's welcome and opening remarks

- Name of applicant and the premises address
- The introduction of the Members of the sub-committee and officers
- Introduction of applicant and objectors
- Chair to explain that all parties have been given notice to attend the hearing and that the hearing will proceed notwithstanding a party's failure to attend the hearing

Legal Advisor to explain the procedure to the parties

Senior Licensing Officer will present the application which will include any previous licensing history.

3. Applicant to present case

- The applicant or their representative present their case
- The applicant or their representative will then call any witnesses and/or give evidence in support of their case
- The objector(s) or their representative may then question the applicant and their witnesses
- The Members of the sub-committee may ask questions of the applicant and their witnesses
- The applicant or their representative will then be given a final opportunity to ask any further questions of their witnesses to clear up any points raised in the earlier questioning.

4. The Objector's case

This procedure will be followed for each individual objector:

- The objector or their representative will give their reasons for objecting to the application
- The objector or their representative will then call any witnesses
- The applicant or their representative may then question the objector or their representative and any witnesses
- The Members of the sub-committee may ask questions of the objector or their representative and any witnesses
- The objector or their representative will then be given a final opportunity of asking any further questions of their witnesses to clear up any points raised in the earlier questioning

5. Amendments

The Applicant is asked by the Chair of the sub-committee whether, in light of the objections, they wish to amend the application (when they retire Members will consider only the application before them at that time).

If the applicant wishes to amend the application or indicates that they are prepared for Members to give consideration to an amended application (if Members are minded to refuse the original application) the objector(s) are to be given the opportunity to comment on the amended application.

6. Closing Statement or Summary

The objector(s) can summarise any points they wish to make and comment briefly on the applicant's replies to questions. They cannot introduce any new issues at this stage.

The applicant can summarise any points they wish to make and comment briefly on the objector's replies to questions. They cannot introduce new issues at this stage.

7. Conclusion

The Chair will then ask the Legal Advisor whether there are any other matters to be raised or resolved before the sub-committee retires to begin its deliberations. The sub-committee will exclude the press and public from its deliberations and its decision making.

The Chair will advise the hearing that they will retire to consider the application and that the Legal Advisor will be retiring with them but will not take part in the deliberation.

Once a decision has been made everybody is invited back in and the Chair announces the decision and will give reasons for the decision including any conditions that have been attached and the right of appeal if necessary. The decision will subsequently be formally notified to the Applicant and the Legal Advisor in writing by the Clerk to the Committee within 5 working days.

N.B. if legal advice is given to Members by the Legal Advisor then this advice will be repeated in summary form by the Legal Advisor when the public are re-admitted.

If any party to the hearing or the Senior Licensing Officer are required to address the Committee during their deliberations, all parties will be invited to hear these issues.

WEST LINDSEY DISTRICT COUNCIL

LICENSING ACT 2003

REPORT TO:	LICENSING SUB-COMMITTEE
DATE:	1 st JUNE 2026
SUBJECT:	TODAYS EXTRA, 2 HORSEMARKET, CAISTOR, MARKET RASEN, LN7 6UP. APPLICATION TO TRANSFER A PREMISES LICENCE.
PURPOSE:	TO CONSIDER AN OBJECTION RECEIVED FROM THE CHIEF OFFICER OF LINCOLNSHIRE POLICE IN RESPECT OF AN APPLICATION SUBMITTED BY MR NANTHAKUMAR MURUKAN.
REPORT OF:	SENIOR LICENSING OFFICER
REPORT AUTHOR:	KIMBLE ENDERBY
WARD(S) AFFECTED:	CAISTOR AND YARBOROUGH
EXEMPT REPORT?	NO

SUMMARY

This is a report to consider a notice given by the Chief Officer of Lincolnshire Police objecting to an application under Section 42 of the Licensing Act 2003. The application seeks to transfer the premises licence for Todays Extra, 2 Horsemarket, Caistor, Market Rasen, LN7 6UP, to MR NANTHAKUMAR MURUKAN.

RECOMMENDATIONS

It is recommended that the Sub-Committee take into account all evidence and information received from Lincolnshire Police and Mr Murukan and resolve to either grant or reject the application.

REASONS FOR RECOMMENDATIONS

The Licensing Act 2003 requires that the Licensing Sub-Committee determine an application where a notice of objection is received from the Chief Officer of Police.

The Sub-Committee must give full reasons for their decisions.

OTHER OPTIONS CONSIDERED

None

1. BACKGROUND

1.1 Section 44(5) of the Licensing Act 2003 states that where a notice is given under section 42(6) (and not withdrawn) the authority must-

- Hold a hearing to consider it, unless the authority, the applicant and the person who gave the notice agree that a hearing is not necessary, and
- Having regard to the notice, reject the application if it considers it appropriate for the promotion of the crime prevention objective to do so.

REPORT

2.1 Today's Extra is a convenience store at 2 Horsemarket, Caistor. A premises licence authorising the sale by retail of alcohol for consumption off the premises only and the provision of late-night refreshment has been held since September 2005.

On 23rd July 2025 an application seeking a review of the premises licence was submitted by Lincolnshire Police.

A premises licence review hearing took place on 10th October 2025. The decision was taken by the Licensing sub-committee to revoke the premises licence.

This decision was appealed by the premises and an appeal hearing is scheduled to be held at Lincoln Magistrates Court on 21st May 2026.

A copy of the Premises Licence is attached at **APPENDIX 1**.

2.2 On 19th April 2026 an application to transfer the premises licence to Mr Murukan was submitted. (On 23rd April 2026 a further application to specify Mr Murukan as Designated Premises Supervisor (DPS) by way of varying the premises licence was submitted, this is also the subject of a police objection notice.)

2.3 The application states that the applicant wishes the transfer to come into effect on 1st May 2026.

2.4 Section 42 of the Licensing Act 2003 states:

1. For this purpose "the application period" means the period which-

- (a) begins when the application is received by the relevant licensing authority, and
- (b) ends-
 - (i) if the application is granted, when the variation takes effect,
 - (ii) If the application is rejected, at the time the rejection is notified to the applicant, or
 - (iii) if the application is withdrawn before it is determined, at the time of the withdrawal

2.5 A copy of the application, which was correctly completed, is attached at **APPENDIX 2.**

2.6 Where the Chief Officer of Police is satisfied that the exceptional circumstances of the case are such that granting the application would undermine the crime prevention objective, they must give the relevant licensing authority notice stating the reasons why they are so satisfied. Such notice must be given within the period of 14 days beginning with the day on which they are notified of the application.

2.7 A notice of objection was submitted under S42(6) of the Licensing Act 2003 on behalf of the Chief Officer of Lincolnshire Police, within the necessary time frame, on 1st May 2026 stating the grounds for being satisfied that the exceptional circumstances of the case were such that granting the application would undermine the crime prevention objective. A copy of the notice is provided at **APPENDIX 3.**

3. CONCLUSION

3.1 The options available to the sub-committee are to either grant or reject the application to transfer the premises licence to Mr Murukan. There are no other options, such as appending additional conditions to the premises licence, available to the Sub-Committee. As stated there is also a police objection to the application submitted by Mr Murkhan to vary the premises licence by naming him as the Designated Premises Supervisor . If the sub-committee were to reject this application then that application would no longer be valid as only the licence holder can seek to vary the position of DPS. In making its decision, the Sub-Committee must consider the application and objection notice in accordance with the act and must have regard for and give appropriate weight to:

- The Licensing Authority's Policy which can be found at the link below by clicking on the Download Tab, then downloading the Policy:
<http://www.west-lindsey.gov.uk/businesses/licensing/licensing-and-gambling-policies/licensing-policy/104810.article>
- Attention is also drawn to the contents of the section 182 statutory guidance which can be found at the link below:
<https://www.gov.uk/government/publications/explanatory-memorandum-revised-guidance-issued-under-s-182-of-licensing-act-2003>
- The submissions, including supporting information, presented by all parties.

- 3.2 The Sub-Committee's attention is drawn, in particular, to the following paragraphs of the Section 182 Guidance.

Paragraph 8.101 - In exceptional circumstances where the chief officer of police believes the transfer may undermine the crime prevention objective, the police may object to the transfer. Such objections are expected to be rare and arise because the police have evidence that the business or individuals seeking to hold the licence or businesses or individuals linked to such persons, are involved in crime (or disorder) or employing illegal workers.

Paragraph 8.102 – Such objections (and therefore such hearings) should only arise in truly exceptional circumstances. If the licensing authority believes that the police are using this mechanism to vet transfer applicants routinely and to seek hearings as a fishing expedition to inquire into applicants' backgrounds, it is expected that it would raise the matter immediately with the chief officer of police or the Home Office (Immigration Enforcement).

- 3.3 Should the Sub-Committee depart from the statutory guidance or the Statement of Licensing Policy, reasons for doing so must be given.
- 3.4 In determining the application, the Sub-Committee should be aware of and take into account any implications that may arise from the Human Rights Act 1998. Under the Human Rights Act, it is unlawful for a public authority to act in a manner that is incompatible with the European Convention on Human Rights.
- 3.5 The sub-committee, in its decision making, must have due regard to its public sector equality duty under section 149 of the Equality Act 2010.
- 3.6 Whether the application is granted or rejected, notice of that decision must be provided to all parties. The notice must state the authority's reasons for granting or rejecting the application.
- 3.7 If the application is granted the decision notice must specify the time when the variation takes effect. A decision to reject the application takes effect when the rejection is notified to the applicant.

4. Appeal

- 4.1 Where the licensing authority rejects an application the applicant may appeal against the decision. Where the licensing authority grants an application the Chief Officer of Police may appeal against the decision.
- 4.2 Any appeal must be made within 21 days of the day on which all parties were notified, in writing by the licensing authority, of the decision to be appealed.

DATA PROTECTION

This is an exempt report under Schedule 12A Part 1 Paragraph 7 of the Local Government Act 1972 which exempts information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

FINANCIAL

This hearing is being undertaken as part of the normal duties carried out by the Licensing Team with no additional costs involved.

RISK MANAGEMENT

There is a theoretical risk of civil action against the Licensing Authority if it is found not to have exercised due diligence in licensing matters.

STAKEHOLDER / CONSULTATION / TIMESCALES

A notice of objection from the Chief Officer of Lincolnshire Police must be heard by a sub-committee of the Licensing Committee within 20 working days of the last date for which objections to an application can be submitted.

REPUTATION

There is a risk that the Council's reputation could be damaged if the requirements of licensing legislation are not implemented in the prescribed manner.

CONTRACTS

There are no contractual implications.

CRIME AND DISORDER

The Council has a duty to promote and ensure compliance with the licensing objectives of, the prevention of crime and disorder, public safety, prevention of public nuisance, and the protection of children from harm.

EQUALITY AND DIVERSITY/ HUMAN RIGHTS

Equality Implications: Under the Human Rights Act 1998, it is unlawful for a public authority to act in a manner that is incompatible with the European Convention on Human Rights.

Human Rights: The licensing authority must have due regard to its public sector equality duty under section 149 of the Equality Act 2010.

APPENDICES	
Appendices are listed below and attached to the back of the report: -	
APPENDIX 1	Copy of Premises Licence
APPENDIX 2	Application for the transfer of Premises Licence and supporting evidence.
APPENDIX 3	Notice of objection from the Chief Officer of Lincolnshire Police and supporting evidence.

BACKGROUND PAPERS
<i>None</i>

CHRONOLOGICAL HISTORY OF THIS REPORT

A report on this item has not been previously considered by a Council body.

REPORT APPROVAL

Report author:	Kimble Enderby – Senior Licensing Officer kimble.enderby@west-lindsey.gov.uk
Signed off by:	Andy Gray – Head of Environmental Services andy.gray@west-lindsey.gov.uk
Approved for publication:	Not applicable

Licensing Act 2003

32UHB50224

Premises Licence

Part 1 - Premises Details

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

Today's Extra

2 Horsemarket, Caistor, Lincolnshire, LN7 6UP.

WHERE THE LICENCE IS TIME LIMITED THE DATES

Not applicable

LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

- provision of late night refreshment
- the sale by retail of alcohol

THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

Activity (and Area if applicable)	Description	Time From	Time To
L. Late night refreshment (Indoors)	Monday to Sunday	11:00pm	Midnight
M. The sale by retail of alcohol for consumption OFF the premises only	Monday to Sunday	6:00am	Midnight

THE OPENING HOURS OF THE PREMISES

Description	Time From	Time To
Monday to Sunday	6:00am	Midnight

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

- M. The sale by retail of alcohol for consumption OFF the premises only

Part 2

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

Grantham Curry Pot Ltd
mohanretail@hotmail.co.uk
 80 White Lion Road, Amersham, Buckinghamshire, HP7 9JS.

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

Grantham Curry Pot Ltd 14192497

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

Paramasivam RAHULAN 116 Gilbey Road, Grimsby, N E Lincolnshire, DN31 2RP.



Licensing Act 2003

32UHB50224

Premises Licence

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

Licence No. LN/201900962

Issued by St Albans

ANNEXES

Mandatory Conditions Supply of alcohol (Off-Licensed Premises)

No supply of alcohol may be made under this licence:

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

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

Any supply of alcohol for consumption off the premises must be in a sealed container.

The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol. The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and a holographic mark.

CONDITIONS CONSISTENT WITH THE OPERATING SCHEDULE

A CCTV camera system, capable of providing good quality images in all lighting conditions, shall be used covering the interior and the immediate exterior (entrance) of the premise. Images will be retained for a period of at least 28 days and be made available to the Police and Authorised Officers upon reasonable written request for evidential purposes, in accordance with the relevant data protection legislation (currently GDPR 2018).

The CCTV recording equipment shall be kept in a secure environment under the control of the premises licence holder (PLH) and/or another named responsible individual.

The DPS and staff will be vigilant and monitor the area immediately outside the shop to check

Premises Licence

ANNEXES continued ...

that youths are not causing annoyance by congregating.

Spirits will be kept behind the counter

Any incidents of crime and disorder at or immediately outside the premises, witnessed by staff, will be recorded in an incident book kept at the shop. This book will be made available for inspection by the Police and the other responsible authorities.

Deliveries to the shop will be arranged during hours to prevent public nuisance.

A notice(s) will be on display in the shop asking customers to leave the shop quietly and not to drop any litter on the floor.

Staff will monitor the area immediately outside the shop on a regular basis to check for, and to dispose of, any litter.

Challenge 25 shall be used and signage will be on display.

Alcohol will only be sold to people who can satisfy or prove to the seller that they are 18 years old or over. The only acceptable form of ID will be a passport, photo driving licence, a PASS accredited proof of age card, or other form of photo ID as recommended by Trading Standards.

A refusals register (for the sale of alcohol) will be used and be made available for inspection by responsible authorities.

A notice(s) shall be displayed in the premises where they can be seen clearly to advise customers that it is unlawful for persons under 18 to purchase alcohol or for any persons to purchase alcohol on behalf of a person under 18 years of age.

All staff selling alcohol will be trained on the prevention of underage sales. Training will be delivered on a regular basis (every 12 months) and records will be made available for inspection by Lincolnshire Police and other Authorised Officers.

Licensing Act 2003

32UHB50224

Premises Licence

ANNEXES continued ...

CONDITIONS ATTACHED AFTER A HEARING BY THE LICENSING AUTHORITY

Not Applicable.

Licensing Act 2003

32UHB50224

Premises Licence Summary

Premises Details

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

Today's Extra

2 Horsemarket, Caistor, Lincolnshire, LN7 6UP.

WHERE THE LICENCE IS TIME LIMITED THE DATES

Not applicable

LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

- provision of late night refreshment
- the sale by retail of alcohol

THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

Activity (and Area if applicable)	Description	Time From	Time To
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THE OPENING HOURS OF THE PREMISES

Description	Time From	Time To
Monday to Sunday	6:00am	Midnight

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

- M. The sale by retail of alcohol for consumption OFF the premises only

NAME, (REGISTERED) ADDRESS OF HOLDER OF PREMISES LICENCE

Grantham Curry Pot Ltd

80 White Lion Road, Amersham, Buckinghamshire, HP7 9JS.

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

Grantham Curry Pot Ltd

14192497

NAME OF DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE AUTHORISES THE SUPPLY OF ALCOHOL

Paramasivam RAHULAN

STATE WHETHER ACCESS TO THE PREMISES BY CHILDREN IS RESTRICTED OR PROHIBITED

Not applicable



* required information

Section 1 of 7

You can save the form at any time and resume it later. You do not need to be logged in when you resume.

System reference

Not Currently In Use

This is the unique reference for this application generated by the system.

Your reference

You can put what you want here to help you track applications if you make lots of them. It is passed to the authority.

Are you an agent acting on behalf of the applicant?

- Yes No

Put "no" if you are applying on your own behalf or on behalf of a business you own or work for.

Applicant Details

* First name

NANTHAKUMAR

* Family name

MURUKAN

* E-mail

ijrushy@hotmail.com

Main telephone number

Include country code.

Other telephone number

- Indicate here if the applicant would prefer not to be contacted by telephone

Is the applicant:

- Applying as a business or organisation, including as a sole trader
 Applying as an individual

A sole trader is a business owned by one person without any special legal structure. Applying as an individual means the applicant is applying so the applicant can be employed, or for some other personal reason, such as following a hobby.

Continued from previous page...

Address

* Building number or name	<input type="text" value="48"/>
* Street	<input type="text" value="KESTEVEN ROAD"/>
District	<input type="text"/>
* City or town	<input type="text" value="STAMFORD"/>
County or administrative area	<input type="text"/>
* Postcode	<input type="text" value="PE9 1SU"/>
* Country	<input type="text" value="United Kingdom"/>

Agent Details

* First name	<input type="text" value="IAN"/>
* Family name	<input type="text" value="RUSHTON"/>
* E-mail	<input type="text" value="ijrushy@hotmail.com"/>
Main telephone number	<input type="text" value="07909511953"/>
Other telephone number	<input type="text"/>

Include country code.

Indicate here if you would prefer not to be contacted by telephone

Are you:

- An agent that is a business or organisation, including a sole trader
- A private individual acting as an agent

A sole trader is a business owned by one person without any special legal structure.

Agent Business

Is your business registered in the UK with Companies House?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Is your business registered outside the UK?	<input type="radio"/> Yes	<input checked="" type="radio"/> No

Note: completing the Applicant Business section is optional in this form.

Business name	<input type="text" value="J L LICENSING"/>
VAT number	<input type="text" value="-"/> <input type="text" value="NONE"/>
Legal status	<input type="text" value="Sole Trader"/>
Your position in the business	<input type="text" value="OWNER"/>
Home country	<input type="text" value="United Kingdom"/>

If your business is registered, use its registered name.

Put "none" if you are not registered for VAT.

The country where the headquarters of your business is located.

Continued from previous page...

Agent Business Address

If you have one, this should be your official address - that is an address required of you by law for receiving communications.

Building number or name	77
Street	WOMACK GARDENS
District	
City or town	ST HELENS
County or administrative area	MERSEYSIDE
Postcode	WA9 5UY
Country	United Kingdom

Section 2 of 7

PREMISES DETAILS

I/we, as named in section 1, apply to transfer the premises licence described below under section 42 of the Licensing Act 2003 for the premises described in section 2 below.

Premises Licence

* Premise licence number

Name Of Current Premises Licence Holder

* Name

Premises Address

Are you able to provide a postal address, OS map reference or description of the premises?

- Address OS map reference Description

Building number or name	TODAY'S EXTRA
Street	2 THE HORSEMARKET
District	
City or town	CAISTOR
County or administrative area	LINCOLNSHIRE
Postcode	LN7 6UP
Country	United Kingdom

Further Details

Please give a brief description of the premises

A GENERAL CONVENIENCE STORE SELLING A RANGE OF GOODS INC ALCOHOL

NOTE; THE PREMISES LICENCE WAS REVOKED BY THE LICENSING AUTHORITY ON 10 OCTOBER 2025 WHEN THE LICENCE WAS HELD BY ANOTHER PARTY.

Continued from previous page...

THE APPLICANT IS IN THE PROCESS OF TAKING OVER THE BUSINESS AND THE LEASE. EVIDENCE OF THIS WILL BE SUBMITTED. THE APPLICANT HAD NO INVOLVEMENT IN THE BUSINESS PREVIOUSLY

THE PREVIOUS LICENCE HOLDER WILL HAVE NO PART IN THE DAY TO DAY RUNNING OF THE BUSINESS MOVING FORWARD, AND NO RESPONSIBILITY FOR THE PREMISES LICENCE

Telephone number at the premises if any

Section 3 of 7

APPLICATION DETAILS

In what capacity are you applying for the premises licence to be transferred to you?

- An individual or individuals
- A limited company/limited liability partnership
- A partnership (other than limited liability)
- An unincorporated association
- A recognised club
- A charity
- The proprietor of an educational establishment
- A health service body
- A person who is registered under part 2 of the Care Standards Act 2000 (c14) in respect of an independent hospital in Wales
- A person who is registered under Chapter 2 of Part 1 of the Health and Social Care Act 2008 in respect of the carrying on of a regulated activity (within the meaning of that Part) in an independent hospital in England
- The chief officer of police of a police force in England and Wales
- Other (for example a statutory corporation)

Please confirm the following:

- I am carrying on or proposing to carry on a business which involves the use of the premises for licensable activities
- I am making the application pursuant to a statutory function
- I am making the application pursuant to a function discharged by virtue of His Majesty's prerogative

Section 4 of 7

INDIVIDUAL APPLICANT DETAILS

Continued from previous page...

Applicant Name

Is the name the same as (or similar to) the details given in section one?

- Yes No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

First name

Family name

Is the applicant 18 years of age or older?

- Yes No

Applicant Postal Address

Is the address the same as (or similar to) the address given in section one?

- Yes No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

Building number or name

Street

District

City or town

County or administrative area

Postcode

Country

Applicant Contact Details

Are the contact details the same as (or similar to) those given in section one?

- Yes No

If "Yes" is selected you can re-use the details from section one, or amend them as required. Select "No" to enter a completely new set of details.

E-mail

Telephone number

Other telephone number

* Date of birth / /
dd mm yyyy

* Nationality

Right to work share code

Right to work share code if not submitting scanned documents

Section 5 of 7

FURTHER INFORMATION

Continued from previous page...

Are you the holder of the premises licence under an interim authority notice?

Yes No

Do you wish the transfer to have immediate effect?

Yes No

When would you like the transfer to take effect?

/ /
dd mm yyyy

Have you attached the consent form signed by the existing premises licence holder?

Yes No

If this application is granted I would be in a position to use the premises during the application period for the licensable activity or activities authorised by the licence (see section 43 of the Licensing Act 2003)?

Yes No

Have you attached the previous licence?

Yes No

Section 6 of 7

NOTES ON DEMONSTRATING ENTITLEMENT TO WORK IN THE UK

Continued from previous page...

Entitlement to work/immigration status for individual applicants and applications from partnerships which are not limited liability partnerships:

A licence may not be held by an individual or an individual in a partnership who is resident in the UK who:

- does not have the right to live and work in the UK; or
- is subject to a condition preventing him or her from doing work relating to the carrying on of a licensable activity.

Any premises licence issued in respect of an application made on or after 6 April 2017 will become invalid if the holder ceases to be entitled to work in the UK.

Applicants must demonstrate that they have an entitlement to work in the UK and are not subject to a condition preventing them from doing work relating to the carrying on of a licensable activity. They do this in one of two ways: 1) by providing with application copies or scanned copies of the documents listed below (which do not need to be certified), or 2) by providing their 'share code' to enable the licensing authority to carry out a check using the Home Office online right to work checking service (see below).

Documents which demonstrate entitlement to work in the UK

- An expired or current passport showing the holder, or a person named in the passport as the child of the holder, is a British citizen or a citizen of the UK and Colonies having the right of abode in the UK [please see note below about which sections of the passport to copy].
- An expired or current passport or national identity card showing the holder, or a person named in the passport as the child of the holder, is a national of a European Economic Area country or Switzerland.
- A Registration Certificate or document certifying permanent residence issued by the Home Office to a national of a European Economic Area country or Switzerland.
- A Permanent Residence Card issued by the Home Office to the family member of a national of a European Economic Area country or Switzerland.
- A **current** Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder indicating that the person named is allowed to stay indefinitely in the UK, or has no time limit on their stay in the UK.
- A **current** passport endorsed to show that the holder is exempt from immigration control, is allowed to stay indefinitely in the UK, has the right of abode in the UK, or has no time limit on their stay in the UK.
- A **current** Immigration Status Document issued by the Home Office to the holder with an endorsement indicating that the named person is allowed to stay indefinitely in the UK or has no time limit on their stay in the UK, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A birth or adoption certificate issued in the UK, **together with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A birth or adoption certificate issued in the Channel Islands, the Isle of Man or Ireland **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A certificate of registration or naturalisation as a British citizen, **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.

Continued from previous page...

- A **current** passport endorsed to show that the holder is allowed to stay in the UK and is currently allowed to work and is not subject to a condition preventing the holder from doing work relating to the carrying on of a licensable activity.
- A **current** Biometric Immigration Document (Biometric Residence Permit) issued by the Home Office to the holder which indicates that the named person can currently stay in the UK and is allowed to work relation to the carrying on of a licensable activity.
- A **current** Residence Card issued by the Home Office to a person who is not a national of a European Economic Area state or Switzerland but who is a family member of such a national or who has derivative rights or residence.
- A **current** Immigration Status Document containing a photograph issued by the Home Office to the holder with an endorsement indicating that the named person may stay in the UK, and is allowed to work and is not subject to a condition preventing the holder from doing work relating to the carrying on of a licensable activity **when produced in combination with** an official document giving the person's permanent National Insurance number and their name issued by a Government agency or a previous employer.
- A Certificate of Application, **less than 6 months old**, issued by the Home Office under regulation 18(3) or 20(2) of the Immigration (European Economic Area) Regulations 2016, to a person who is not a national of a European Economic Area state or Switzerland but who is a family member of such a national or who has derivative rights of residence.
- Reasonable evidence that the person has an outstanding application to vary their permission to be in the UK with the Home Office such as the Home Office acknowledgement letter or proof of postage evidence, or reasonable evidence that the person has an appeal or administrative review pending on an immigration decision, such as an appeal or administrative review reference number.
- Reasonable evidence that a person who is not a national of a European Economic Area state or Switzerland but who is a family member of such a national or who has derivative rights of residence in exercising treaty rights in the UK including:-
 - evidence of the applicant's own identity – such as a passport,
 - evidence of their relationship with the European Economic Area family member – e.g. a marriage certificate, civil partnership certificate or birth certificate, and
 - evidence that the European Economic Area national has a right of permanent residence in the UK or is one of the following if they have been in the UK for more than 3 months:
 - (i) working e.g. employment contract, wage slips, letter from the employer,
 - (ii) self-employed e.g. contracts, invoices, or audited accounts with a bank,
 - (iii) studying e.g. letter from the school, college or university and evidence of sufficient funds; or
 - (iv) self-sufficient e.g. bank statements.

Family members of European Economic Area nationals who are studying or financially independent must also provide evidence that the European Economic Area national and any family members hold comprehensive sickness insurance in the UK. This can include a private medical insurance policy, an EHIC card or an S1, S2 or S3 form.

Original documents must not be sent to licensing authorities. If the document copied is a passport, a copy of the following pages should be provided:-

- (i) any page containing the holder's personal details including nationality;
- (ii) any page containing the holder's photograph;
- (iii) any page containing the holder's signature;
- (iv) any page containing the date of expiry; and
- (v) any page containing information indicating the holder has permission to enter or remain in the UK and is permitted to work.

Continued from previous page...

If the document is not a passport, a copy of the whole document should be provided.

Your right to work will be checked as part of your licensing application and this could involve us checking your immigration status with the Home Office. We may otherwise share information with the Home Office. Your licence application will not be determined until you have complied with this guidance.

Home Office online right to work checking service

As an alternative to providing a copy of the documents listed above, applicants may demonstrate their right to work by allowing the licensing authority to carry out a check with the Home Office online right to work checking service.

To demonstrate their right to work via the Home Office online right to work checking service, applicants should include in this application their 9-digit share code (provided to them upon accessing the service at <https://www.gov.uk/prove-right-to-work>) which, along with the applicant's date of birth (provided within this application), will allow the licensing authority to carry out the check.

In order to establish the applicant's right to work, the check will need to indicate that the applicant is allowed to work in the United Kingdom and is not subject to a condition preventing them from doing work relating to the carrying on of a licensable activity.

An online check will not be possible in all circumstances because not all applicants will have an immigration status that can be checked online.

The Home Office online right to work checking service sets out what information and/or documentation applicants will need in order to access the service. Applicants who are unable to obtain a share code from the service should submit copy documents as set out above.

Section 7 of 7

PAYMENT DETAILS

This fee must be paid to the authority. If you complete the application online, you must pay it by debit or credit card.

This formality requires a fixed fee of £23

DECLARATION

This section should be completed by the applicant, unless you answered "Yes" to the question "Are you an agent acting on behalf of the applicant?"

* Full name	<input type="text" value="IAN RUSHTON"/>
* Capacity	<input type="text" value="AGENT"/>
* Date	<input type="text" value="19"/> / <input type="text" value="04"/> / <input type="text" value="2026"/> dd mm yyyy

Once you're finished you need to do the following:
1. Save this form to your computer by clicking file/save as...
2. Go back to <https://www.gov.uk/apply-for-a-licence/premises-licence/west-lindsey/change-3> to upload this file and continue with your application.
Don't forget to make sure you have all your supporting documentation to hand.

OFFICE USE ONLY

Applicant reference number	<input type="text"/>
Fee paid	<input type="text"/>
Payment provider reference	<input type="text"/>
ELMS Payment Reference	<input type="text"/>
Payment status	<input type="text"/>
Payment authorisation code	<input type="text"/>
Payment authorisation date	<input type="text"/>
Date and time submitted	<input type="text"/>
Approval deadline	<input type="text"/>
Error message	<input type="text"/>
Is Digitally signed	<input type="checkbox"/>

[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [Next >](#)

FAO: West Lindsey Council

Our Ref: VL/111080

Date: 16 April 2026

Dear Sirs

Re: Sale of 2 Horsemarket , Caistor, Market Rasen, LN7 6UP
Seller: AK Lincoln Ltd

We act on behalf of the Seller in relation to the sale of the leasehold property known as 2 Horse Market, Caistor, Market Rasen, LN7 6UP and the business carried on thereat. Please find attached the Heads of Terms agreed between the parties for your reference.

We write to confirm that the parties to the transaction are working towards a proposed completion date of 30th April 2026.

Should you require any further information, please do not hesitate to contact us.

Yours sincerely



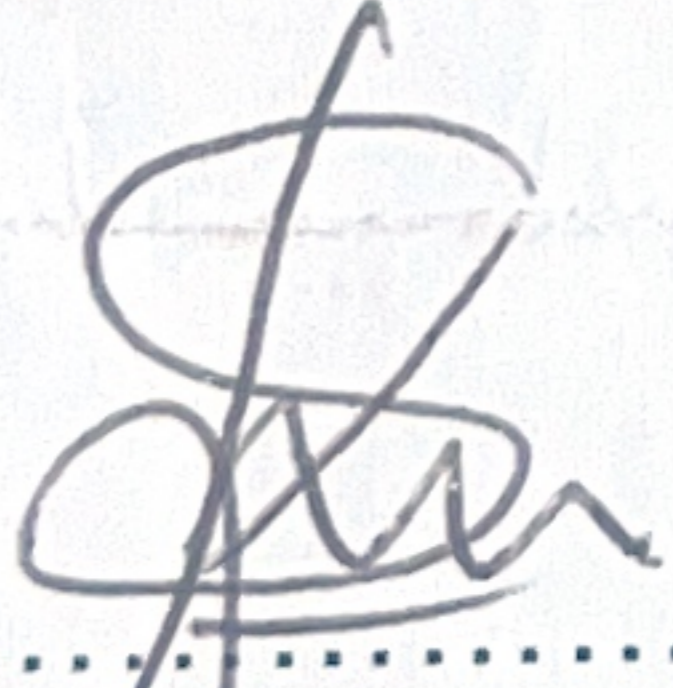
Vincent Lazar (Partner)
VINCENT SOLICITORS

CHANGE OF NAME DEED

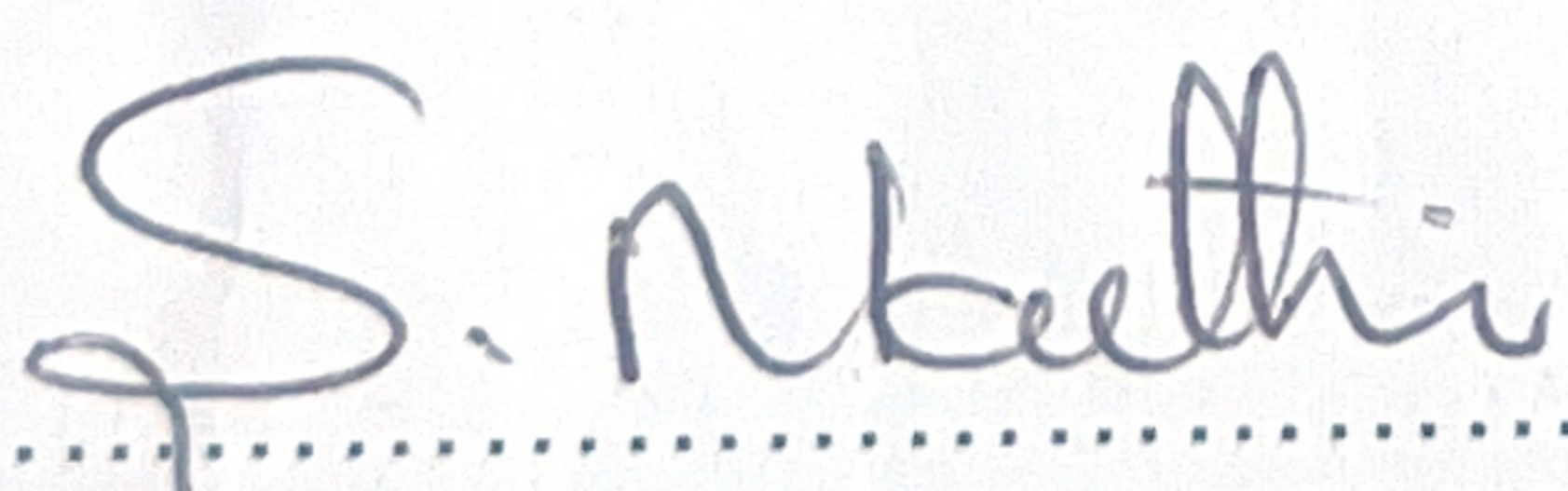
THIS CHANGE OF NAME DEED made this ^{10th}.....day of April 2025 by me the undersigned NANTHAKUMAR MURUKAN of 48 Kesteven Road Stamford PE9 1SU now or formerly called or known as SUBRAMANIAM NANTHAKUMAR.

WITNESSES and IT IS HEREBY DECLARED as follows:

1. I absolutely and entirely renounce relinquish and abandon the use of my former name of SUBRAMANIAM NANTHAKUMAR ("former name") and assume adopt and determine to take and use from the date hereof the name of NANTHAKUMAR MURUKAN ("new name") in substitution for my former name of SUBRAMANIAM NANTHAKUMAR.
2. I shall at all times hereafter in all records deeds documents and other writings and in all actions and proceedings as well as in all dealings and transactions and on all occasions whatsoever use and subscribe the new name in substitution for my former name to the intent that I may hereafter be called known and identified by the new name instead of my former name.
3. I authorise and require all persons at all times to identify describe and address me by my new name.

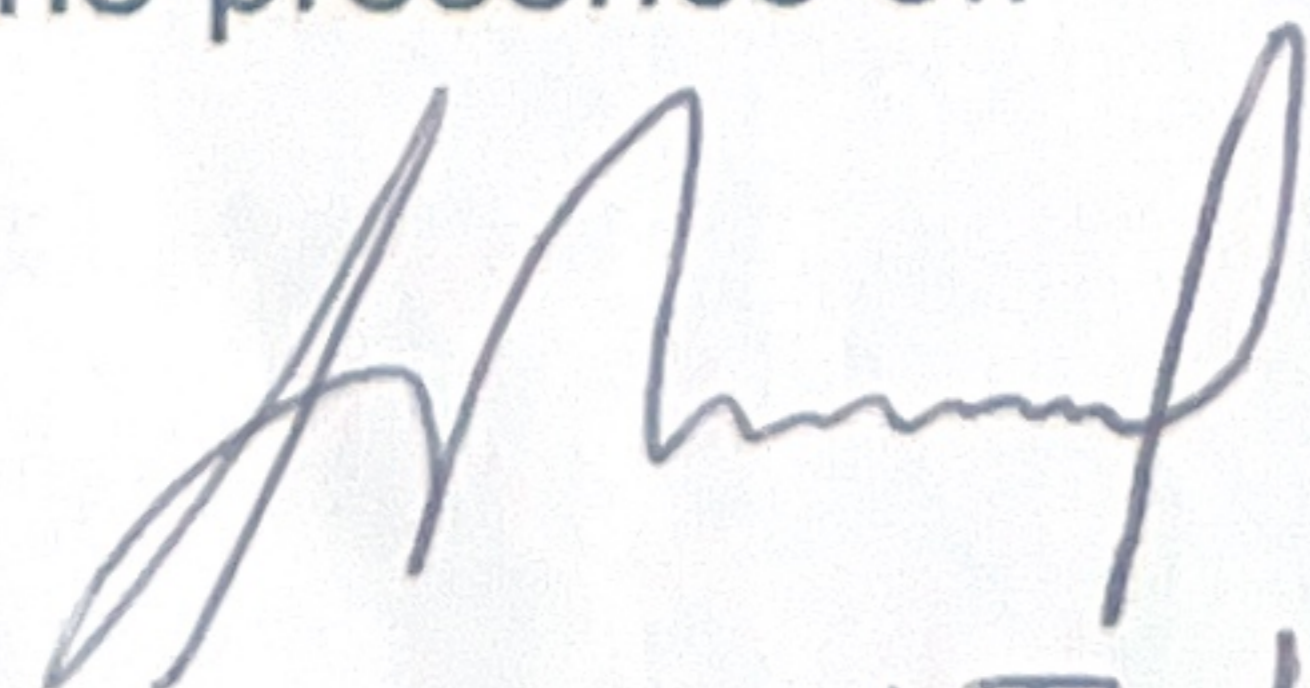


.....
SIGNED SEALED AND DELIVERED
by NANTHAKUMAR MURUKAN (New Name)



.....
SIGNED SEALED AND DELIVERED
by SUBRAMANIAM NANTHAKUMAR (Previous Name)

in the presence of:


VINCENT LAZAR

**Vincent Solicitors
Unit 16, Galaxy Building
1-3 Uxbridge Road
Hayes, London UB4 0JN**

DATED

LEASE

relating to

between

AK LINCOLN LTD

and

NANTHAKUMAR MURUKAN

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Grant.....	4
3.	Ancillary rights.....	4
4.	Rights excepted and reserved	4
5.	Third Party Rights.....	6
6.	The Annual Rent.....	6
7.	Review of the Annual Rent.....	6
8.	Insurance.....	9
9.	Rates and taxes.....	12
10.	Utilities	12
11.	Common items.....	13
12.	VAT.....	13
13.	Default interest and interest	13
14.	Costs.....	13
15.	Compensation on vacating	14
16.	No deduction, counterclaim or set-off.....	14
17.	Registration of this lease.....	14
18.	Assignments.....	15
19.	Underlettings	15
20.	Sharing occupation	17
21.	Charging	17
22.	Prohibition of other dealings	17
23.	Registration and notification of dealings and occupation.....	17
24.	Closure of the registered title of this lease	18
25.	Repairs	18
26.	Decoration.....	19
27.	Alterations.....	19
28.	Signs.....	19
29.	Returning the Property to the Landlord	20
30.	Use.....	21
31.	Compliance with laws	21
32.	Encroachments, obstructions and acquisition of rights	22
33.	Remedy breaches.....	23
34.	Indemnity.....	23
35.	Landlord's covenant for quiet enjoyment.....	23
36.	[Guarantee and indemnity	24
37.	Condition for re-entry	24
38.	Liability	25
39.	Entire agreement and exclusion of representations.....	26
40.	Notices, consents and approvals.....	26
41.	Governing law and jurisdiction	27
42.	[Exclusion of sections 24-28 of the 1954 Act.....	27
43.	Contracts (Rights of Third Parties) Act 1999	28
44.	Landlord and Tenant (Covenants) Act 1995.....	28

This lease is dated
HM Land Registry

Title number[s]: LL425697

Administrative area:

PARTIES

- (1) **AK Lincoln Ltd**, incorporated and registered in England and Wales with company number [14829058] whose registered office is at 80 White Lion Rd, Amersham, HP7 9JS (**Lease Holder**).
- (2) **Nanthakumar Murukan**, whose registered office is at 48 Kesteven Rd, Stamford, PE9 1SU (**Sub Lease Holder**).

AGREED TERMS

1. INTERPRETATION

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

Annual Rent: £20,000 per annum and then as revised pursuant to this lease.

Contractual Term: a term of 7 years beginning on and including the date of this lease and ending on and including 30/04/2026.

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

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

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

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

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

Permitted Use: Retail Convenience Store within Use Class E of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

Property: Today's, 2 Horse Market, Caistor, Market Rasen, LN7 6UP.

Rent Commencement Date: 01st May 2026

Rent Payment Dates: First day of every month.

Review Date: April 2031.

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

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and of the charges register of title number LL425697.

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

1954 Act: Landlord and Tenant Act 1954.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

- 1.7 A reference to the **term** is to the Contractual Term [and any agreed or statutory continuation of this lease].
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 40.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.5.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in [England][Wales].
- 1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.15 A **person** includes a corporate or unincorporated body.
- 1.16 References to **writing** or **written** do not include [faxes or] email.
- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

2.1 **The Lease Holder with full title guarantee** lets the Property to the Tenant for the Contractual Term.

2.2 The grant is made **together with the ancillary rights set out in clause 3**, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent and all VAT in respect of it;
- (b) the Insurance Rent; [and]
- (c) all interest payable under this lease; and
- (d) all other sums due under this lease].

3. ANCILLARY RIGHTS

3.1 Except as mentioned in clause 3.2, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

3.2 **[SET OUT ANY SPECIFIC RIGHTS NEEDED.]**

4. RIGHTS EXCEPTED AND RESERVED

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

- (a) rights of light, air, support and protection as those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of 80 years from the commencement of the term (and that period is the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964);
- (c) **[ANY OTHER SPECIFIC RIGHTS THAT NEED TO BE RESERVED];**
- (d) rights to:
 - (i) develop any neighbouring property (whether or not belonging to the Landlord);

- (ii) erect scaffolding at the Property and attach it to any building on the Property in connection with any development mentioned in paragraph (i) above;
- (iii) build on or into any boundary wall of the Property; and
- (iv) re-route any Service Media at or serving the Property or any means of access to or egress from the Property,

notwithstanding that any of those works result in a reduction in the flow of light or air to the Property or loss of amenity for the Property,

- (e) the right to enter the Property to repair, maintain or replace any Service Media or structure relevant to any of the other Reservations; and
- (f) the right to enter the Property for any other purpose mentioned in this lease or for any other purpose connected with this lease or with the Landlord's interest in the Property or in any neighbouring property.

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

4.3 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

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

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

5. THIRD PARTY RIGHTS

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

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

6. THE ANNUAL RENT

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

7. REVIEW OF THE ANNUAL RENT

- 7.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7.
- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to the greater of:
- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it); and
 - (b) the open market rent agreed or determined pursuant to this clause.
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
- (a) in the open market;
 - (b) at the relevant Review Date;
 - (c) on the assumptions listed in clause 7.5; and
 - (d) disregarding the matters listed in clause 7.6.
- 7.5 The assumptions are:
- (a) the Property is available to let in the open market:
 - (i) by a willing lessor to a willing lessee (which may be the Tenant);

- (ii) as a whole;
 - (iii) with vacant possession;
 - (iv) without a fine or a premium;
 - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of 5 years commencing on the relevant Review Date, if longer; and
 - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent.
- (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date to reflect the need to fit out the Property;
 - (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
 - (d) the Landlord and the Tenant have fully complied with their obligations in this lease;
 - (e) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
 - (f) no work has been carried out on the Property that has diminished its rental value;
 - (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
 - (h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property.

7.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property carried out [before or] [after the date of this lease,] by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);

- (d) any effect on rent of any obligation on the Tenant [to fit out the Property or] [to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out]; and
 - (e) any statutory restriction on rents or the right to recover them.

- 7.7 The Landlord and the Tenant may appoint an independent valuer at any time before either of them applies to the President for an independent valuer to be appointed. The Landlord or the Tenant may apply to the President for an independent valuer to be appointed at any time after the date which is three months before the relevant Review Date. The independent valuer shall be an associate or fellow of the Royal Institution of Chartered Surveyors.

- 7.8 The Surveyor shall act as an expert and not as an arbitrator.

- 7.9 [The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor.]

- 7.10 If the Surveyor dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.

- 7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

- 7.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. [On the date] [No later than five working days after] the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
 - (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount

that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and

- (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

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

8. INSURANCE

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

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

8.4 The Tenant shall:

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

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

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

- 8.6 If the Property is damaged or destroyed by [a risk against which the Landlord is obliged to insure][an Insured Risk] so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of [three] years from the date of damage or destruction, if sooner.
- 8.7 If, following damage to or destruction of the Property, the Landlord considers that *it is impossible or impractical to reinstate the Property*, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 8.8 [Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within [three] years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.]

9. RATES AND TAXES

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

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

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

10. UTILITIES

10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

10.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11. COMMON ITEMS

11.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12. VAT

12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

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

13. DEFAULT INTEREST AND INTEREST

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

14. COSTS

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

15. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and

Tenant Act 1927 or the 1954 Act is excluded, except to the extent that the legislation prevents that right being excluded.]

16. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

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

17. REGISTRATION OF THIS LEASE

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

18. ASSIGNMENTS

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

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

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

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

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

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

19. UNDERLETTINGS

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

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

19.3 The Tenant shall not underlet the Property:

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

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

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

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

- (a) [an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the 1954 Act are excluded from applying to the tenancy created by the underlease;]
- (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease [(but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 19.3(c))];

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

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

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

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

20. SHARING OCCUPATION

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

21. CHARGING

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

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

22. PROHIBITION OF OTHER DEALINGS

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

23. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

23.1 In this clause a **Transaction** is:

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

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

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

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

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

24. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

[Within one month] [Immediately] after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM

Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

25. REPAIRS

25.1 The Tenant shall keep the Property in good repair [and condition].

25.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

(a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them]; or

(b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.]

26. DECORATION

26.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

26.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

26.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

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

27. ALTERATIONS

27.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

27.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

27.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

28. SIGNS

28.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

28.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside [except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use][, without the consent of the Landlord, such consent not to be unreasonably withheld].

28.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

28.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

29. RETURNING THE PROPERTY TO THE LANDLORD

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

29.2 [If the Landlord gives the Tenant notice [no later than three months before the end of the term], the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.]

29.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

29.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage

or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

29.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

30. USE

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

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

30.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

31. COMPLIANCE WITH LAWS

31.1 The Tenant shall comply with all laws relating to:

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

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

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

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

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

- 31.5 The Tenant shall not carry out any works at the Property in respect of which the Construction (Design and Management) Regulations 1994 apply without the consent of the Landlord. Such consent is not to be unreasonably withheld in the case of works in respect of which the Landlord is not otherwise to withhold its consent unreasonably or which the Tenant is obliged to carry out under the terms of this lease.

- 31.6 The Tenant shall maintain the health and safety file for the Property in accordance with the Construction (Design and Management) Regulations 1994 and shall give it to the Landlord at the end of the term.

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

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

- 32. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

- 32.1 The Tenant shall not grant any right or licence over the Property to a third party.

- 32.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
 - (a) immediately give notice to the Landlord; and

- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

32.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

32.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

32.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) immediately notify the Landlord; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

33. REMEDY BREACHES

33.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

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

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

33.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 36.

34. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant,

any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

35. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

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

36. GUARANTEE AND INDEMNITY

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

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

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

37. CONDITION FOR RE-ENTRY

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

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant, in this lease;
- (c) where the Tenant or any guarantor is a corporation:
 - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or

- (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant or guarantor; or
 - (iii) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the tenant or the guarantor; or
 - (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or guarantor; or
 - (v) the commencement of a voluntary winding-up in respect of the Tenant or guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
 - (vi) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or guarantor; or
 - (vii) the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off; or
 - (viii) the Tenant or guarantor otherwise ceasing to exist,
- (d) where the Tenant or any guarantor is an individual:
- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
 - (ii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor.

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

38. LIABILITY

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

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

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

39. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

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

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

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

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

40. NOTICES, CONSENTS AND APPROVALS

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

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

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

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

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

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

- 40.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 40.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

41. GOVERNING LAW AND JURISDICTION

- 41.1 This lease shall be governed by and construed in accordance with the law of England and Wales.
- 41.2 The Landlord and the Tenant (and any guarantor) irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this lease or the legal relationships established by it.

42. EXCLUSION OF SECTIONS 24-28 OF THE 1954 ACT

- 42.1 The parties confirm that:
- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy created by this lease, [not less than 14 days] before [this lease] [DETAILS OF AGREEMENT FOR LEASE] was entered into [a certified copy of which notice is annexed to this lease];
 - (b) [the Tenant] [[NAME OF DECLARANT] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the 1954 Act [a certified copy of which [statutory] declaration is annexed to this lease]; and
 - (c) [there is no agreement for lease to which this lease gives effect.]

42.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this lease.]

43. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

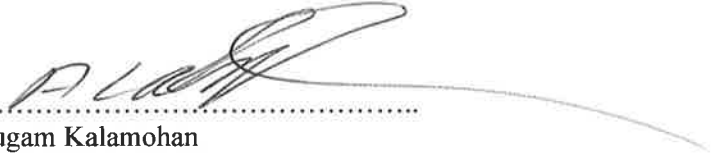
A person who is not a party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

44. LANDLORD AND TENANT (COVENANTS) ACT 1995

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

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

Executed as a Deed by
AK LINCOLN LTD
acting by a director Arumugam Kalamohan
in the presence of



VINCENT LAZAR
SRA Number 421737
Vincent Solicitors
Unit 16, Galaxy Building
1-3 Uxbridge Road
Hayes London UB4 0JN

Signed as a Deed by
NANTHAKUMAR MURUKAN:
In the presence of

Witness Signature:

WITNESS NAME:

Witness Address:



WATFORD
BOROUGH
COUNCIL

LICENSING ACT 2003

Personal Licence to sell alcohol

Licence No: 23/01114/LAPER

Mr Nanthakumar Murukan

48 Kesteven Road

Stamford PE9 1SU



Certificate of Valuation

Acting upon instructions, we have this day **1st May 2026**
made a careful valuation of the stock in trade at and about the following address
for the purpose of a Stock in Trade Transfer

Today's
2 Horse Market
Caister
Market Rasen
LN7 6UP

The total value of Stock in Trade at the above premises on the date shown
represents our opinion of the stock value on an 'ongoing concern' basis and are shown
at cost exclusive of VAT at the current rate. The totals shown below, wherever possible,
may not include unsaleable, out of date, damaged and unless stated all or any
third party goods.

Standard Rate	24,986.69
Exempt/Zero Rate	4,981.35
Book Debts	

TOTAL NET STOCK IN TRADE £ 29,968.04

To : Mr Nanthakumar Murukan

Valuer J Patterson

Heads of Terms for Sale

Property address	Leasehold property known as 2 Horse Market Casitor, Market Rasen, LN7 6UP
Tenure	Leasehold
Seller Name & Address	AK Lincoln Ltd of 80 White Lion Road Amersham HP7 9JS
Buyer Name & Address	Nanthakumar Murukan of 48 Kesteven Road, Stamford, PE9 1SU
Seller's Solicitors	Vincent Solicitors, Unit 16, Galaxy Building, 1-3 Uxbridge Road Hayes London UB4 0JN Tel: 020 8574 0666 Email: info@vincentsolicitors.com
Buyer's Solicitors	Mr Sumith Dabrera LL.B (Hons) Solicitor Email : sumith@courtneysmithsolicitors.com Courtney Smith Solicitors LLP :2 Village Way East, Rayners Lane, Harrow, HA2 7LU Tel: 020 8868 7636 Fax: 020 8866 2112
Sale Price	£75,000 plus stock at valuation
Apportionment of Sale Price	Goodwill - £50,000 Fixtures & Fittings - £25000 Lease - £1 Stock at valuation
Estimate Stock price	£35,000 approximate
Landlord's Solicitors	Sillslegal, 27-31 Northgate, Sleaford, NG34 7BW Email: rblackburn@sillslegal.co.uk
Lease	Lease dated 28/11/2023 made between (1) Pankaj Bajaj, (2) Ak Lincoln Ltd and (3) Arumugam Kalamohan

LINCOLNSHIRE POLICE

NOTICE OF OBJECTION TO THE APPLICATION TO TRANSFER A PREMISES LICENCE SECTION 42(6) OF THE LICENSING ACT 2003

The Chief Officer of Lincolnshire Police, Paul Gibson, having been notified under Section 42 of the Licensing Act 2003, of the application to transfer the Premises Licence for Today's Extra 2 Horsemarket, Caistor, Lincolnshire, LN7 6UP to Nanthakumar Murukan, and being satisfied that the exceptional circumstances of the case are such that granting the application would undermine the crime prevention objective hereby gives notice of objection.

The grounds for the objection notice are as follows:

On 20/04/2026 the applicant, Nanthakumar Murukan submitted transfer paperwork.

Prior to this transfer application, the premises had been operated by Arumugan Kalamohan who is the sole director of both companies that have held the premises licence (PLH). Mr Kalamohan was also initially the designated premises supervisor (DPS). Mr Kalamohan's involvement with the premises began in September 2023 when a transfer application was received to transfer the licence to AK Lincoln LTD – a company for which Mr Kalamohan was the sole director, at the same time he applied to become the DPS.

In summary, Mr Kalamohan has been in control of the business as the PLH since September 2023 and he also held the position of DPS until November 2024 when a variation application was received.

Since Mr Kalamohan took over the premises, Lincolnshire Police have had several concerns including repeated non-compliance with the conditions on the premises licence and illegal working. Lincolnshire Police submitted an application for the review of the premises licence in July 2025 and at hearing in October 2025 the licensing sub-committee made the decision to revoke the premises licence. Mr Kalamohan lodged an appeal which is still pending and due to be heard at Magistrates Court on 21st May 2026.

Appendix A is attached and details the circumstances which led to the review and includes a number of variations that were received following visits by Police and Council Licensing Officers. Those variations to change the DPS could be viewed as a tactic to divert attention away from Mr Kalamohan.

The transfer application was submitted by Licensing Agent Mr Ian Rushton who has represented Mr Kalamohan since the initial transfer in July 2023 right through to the review hearing. Mr Rushton quotes in the transfer that the applicant is in the process of taking over the business and the lease having had

no previous involvement with the business. The application states that the previous licence holder will have nothing to do with the day to day running of the business and no responsibility for it.

The applicant Mr Murukan has provided the home address of 48 Kesteven Road, Stamford which coincidentally is a property next door to 50 Kesteven Road which is another Today's Shop run by Mr Kalamohan. 50 Kesteven Road was also subject to a Police initiated review in 2025 whereby the licence was revoked and an appeal has again been lodged. This matter is also still to be dealt with at Magistrates Court. 48 Kesteven Road is a residential property which, according to land registry checks, belongs to Mr Kalamohan which suggests that Mr Murukan is a tenant of his.

48 Kesteven Road has also been provided as the home address for a male previously employed as the DPS at another of Mr Kalamohan's shops on Red Lion Square in Stamford,

Lincolnshire Police have made enquiries with Watford Council who issued Mr Murukan's personal licence, they have confirmed that the applicant was previously known as Subramaniam Nanthakumar. Police licensing officers previously met the applicant at the Caistor Shop in September 2024 when an illegal worker was located there. At that time, it was necessary to close the shop as there were no other persons present to look after it. Mr Kalamohan was contacted on the phone to ask what he would like officers to do with the shop and keys, he said he would send another staff member to take over. The male that arrived produced a driving licence as identification, the name on the licence was Subramaniam Nanthakumar with the same date of birth as Mr Murukan. This evidence confirms that the applicant has been connected to Mr Kalamohan for some time, possibly as an employee, and is aware of the illegal worker encountered in 2024.

Appendix B is the statement of PC Casey following the visit to 2 Horsemarket in September 2024. Of note, the final paragraph on page 2 shows the above interaction with the applicant.

The transfer application clarifies that the applicant is fully aware of the revocation of the premises licence in October 2025. This leads Lincolnshire Police to question why a new business operator would willingly take on a licence that may only be valid and useable for a matter of weeks before the appeal hearing on 21st May 2026.

Lincolnshire Police have concerns that this transfer is not a clean break with a totally independent operator and is further evidence of a pattern of behaviour previously used by Mr Kalamohan to avoid the consequences of enforcement action. The concern is that this transfer is going to enable criminality to continue at this premises.

For the above reasons, the Chief Officer of Police is satisfied the exceptional circumstances of the case are such that granting the application would undermine the crime prevention licensing objective. Accordingly, it is

respectfully requested that Licensing Authority reject the application as it is necessary for the promotion of this licensing objective.

In relation to this application, the following Guidance issued under Section 182 of the Licensing Act 2003 has been considered –

From Section 2.1, Licensing authorities should look to the police as the main source of advice on crime and disorder.

Section 8.101 (in relation to transfer) In exceptional circumstances where the chief officer of police believes the transfer may undermine the crime prevention objective, the police may object to the transfer. The Home Office (Immigration Enforcement) may object if it considers that granting the transfer would be prejudicial to the prevention of illegal working in licensed premises. Such objections are expected to be rare and arise because the police or the Home Office (Immigration Enforcement) have evidence that the business or individuals seeking to hold the licence, or businesses or individuals linked to such persons, are involved in crime (or disorder) or employing illegal workers.

Section 9.12, Each responsible authority will be an expert in their own field...for example the police have a key role in managing the night-time economy.....However, any responsible authority under the 2003 Act may make representations with regard to any of the licensing objectives if they have evidence to support such representations. Licensing Authorities must therefore consider all relevant representations from responsible authorities carefully, even where the reason for a particular responsible authority's interest or expertise in the promotion of a particular objective may not be immediately apparent.

Section 11.24, (which is in relation to reviews but deemed relevant) A number of reviews may arise in connection with crime that is not directly connected with licensable activities. For example, reviews may arise because of drugs problems at the premises, money laundering by criminal gangs, the sale of contraband or stolen goods, the sale of firearms, or the sexual exploitation of children. Licensing authorities do not have the power to judge the criminality or otherwise of any issue. This is a matter for the courts. The licensing authority's role when determining such a review is not therefore to establish the guilt or innocence of any individual but to ensure the promotion of the crime prevention objective.

Section 11.25 (which is in relation to reviews but deemed relevant) states that in any case, it is for the licensing authority to determine whether the problems associated with the alleged crimes are taking place on the premises and affecting the promotion of the licensing objectives.

Section 11.26 (which is in relation to reviews but deemed relevant) states that it is the role of the Licensing Authority to take steps to promote the licensing

objectives in the interests of the wider community and not those of the individual licence holder.

Section 11.27, (which is in relation to reviews but deemed relevant) There is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously. These are the use of licensed premises

- for employing a person who is disqualified from that work by reason of their immigration status in the UK.

Section 11.28, (which again is in relation to reviews, but deemed relevant) It is envisaged that licensing authorities, the police, the Home Office (Immigration Enforcement) and other law enforcement agencies, which are responsible authorities, will use the review procedures effectively to deter such activities and crime. Where reviews arise and the licensing authority determines that the crime prevention objective is undermined through the premises being used to further crimes, it is expected that revocation of the licence – even in the first instance – should be seriously considered.

West Lindsey District Council statement of licensing policy (2026 - 2031) has also been considered and the following points are deemed relevant to this application:

1.7 In undertaking its licensing function, the Licensing Authority will have regard to other legislation, including, but not exclusively:-

- Section 17 of the Crime and Disorder Act 1998: requires the Council to take all reasonable steps to reduce crime and disorder within the District.*
- Immigration Act 2016*

5.1.1 The Licensing Authority will carry out its licensing functions with a view to promoting the prevention of crime and disorder and will seek to ensure that licensees take measures to regulate the behaviour of persons whilst on their premises, or in the immediate vicinity of the premises.

5.1.2 In addition to the requirement for the Licensing Authority to promote this licensing objective, it also has a duty under Section 17 of the Crime and Disorder Act 1998 to exercise its functions with due regard to the likely effect of the exercise of those functions on, and do all it reasonably can to prevent, crime and disorder in the District.

8.7.1 The sale and supply of alcohol, because of its impact on the wider community and on crime and anti-social behaviour, carries with it greater responsibility than that associated with the provision of regulated entertainment and late night refreshment. Because of this the Licensing Authority will normally expect that the DPS for a licensed premise will be able to demonstrate that they are in day to day control of the premises and playing an active role in its operation through a regular personal presence.

8.19.5 The statutory prevention of crime and disorder licensing objective in the Licensing Act 2003 includes the prevention of immigration crime and the

prevention of illegal working in licensed premises. The licensing authority will work in partnership with the Home Office (Immigration Enforcement) and Lincolnshire Police with a view to preventing illegal working in premises licensed for the sale of alcohol or late night refreshment.

Crime and Disorder Act 1998 Section 17

Duty to consider crime and disorder implications.

(1) Without prejudice to any other obligation imposed on it, it shall be the duty of each authority to which this section applies to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent,

(a) crime and disorder in its area (including anti-social and other behaviour adversely affecting

the local environment); and

(b) the misuse of drugs, alcohol and other substances in its area, and

(c) re-offending in its area

(2) This section applies to each of the following—

.a local authority

.....

For and on behalf of Chief Constable P.Gibson

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

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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

I Paul Gibson (Chief Constable of Lincolnshire Police)

(Insert name of applicant)

**apply for the review of a premises licence under section 51 / apply for the review of a club
premises certificate under section 87 of the Licensing Act 2003 for the premises described in
Part 1 below (delete as applicable)**

Part 1 – Premises or club premises details

Postal address of premises or, if none, ordnance survey map reference or description Today's 2 Horsemarket Caistor Market Rasen	
Post town Lincolnshire	Post code (if known) LN7 6UP

Name of premises licence holder or club holding club premises certificate (if known) Grantham Curry Pot Ltd

Number of premises licence or club premises certificate (if known) 32UHB50224

Part 2 - Applicant details

I am

Please tick ✓ yes

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

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



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

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

Please tick ✓ yes

Mr

Mrs

Miss

Ms

Other title
(for example, Rev)

Surname

First names

Please tick ✓ yes

I am 18 years old or over

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

Post town

Post Code

Daytime contact telephone number

**E-mail address
(optional)**

(B) DETAILS OF OTHER APPLICANT

Name and address

Telephone number (if any)

E-mail address (optional)

(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT

Lincolnshire Police
Alcohol Licensing
Police Headquarters
Deepdale Lane,
Nettleham,
Lincolnshire
LN2 2LT

Telephone number (if any)
101 - Lincolnshire

E-mail address (optional)
Countylicensinggroup@lincs.police.uk

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

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

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

This review application relates to a premises which operates as a general convenience store offering food and drink to the local community, it has been granted a Premises Licence 32UHB50224 by West Lindsey District Council authorising the sale of alcohol for consumption off the premises. The sale of alcohol is authorised between 06:00 and midnight 7 days a week.

The current premises licence holder is Grantham Curry Pot Ltd and designated premises supervisor is Rajith Subramaniam. The sole director of Grantham Curry Pot Ltd is Arumugam Kalamohan.

Lincolnshire Police have obtained evidence which indicates that the management of these premises has been operating it in such a manner that amounts to criminal activity and thus undermines the licencing objective of the prevention of crime and disorder. There is also clear evidence of non-compliance with the conditions set out on the premises licence.

Revised Guidance issued under Section 182 of the Licensing Act 2003

Section 2.1 Licensing authorities should look to the Police as the main source of advice on crime and disorder.

Section 11.23 states where the premises are found to be trading irresponsibly, the licensing authority should not hesitate, where appropriate to do so, to take tough action to tackle the problems at the premises and, where other measures are deemed insufficient, to revoke the licence.

Section 11.24 states that reviews do not have to be directly linked or connected with the licensable activities at any premises.

Section 11.25 states that in any case, it is for the licensing authority to determine whether the problems associated with the alleged crimes are taking place on the premises and affecting the promotion of the licensing objectives.

Section 11.26 states that where the licensing authority is conducting a review on the grounds that the premises have been used for criminal purposes, it is solely to determine what steps should be taken in connection with the premises licence, for the promotion of the crime prevention objective. The licensing authority's duty is to take steps with a view to the promotion of the licensing objectives and the prevention of illegal working in the interests of the wider community and not those of the individual licence holder.

Section 11.27 states that there is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously. These are the use of licensed premises;

- for employing a person who is disqualified from that work by reason of their immigration status in the UK.

Section 11.28 states that it is envisaged that licensing authorities, the police, the Home Office (Immigration Enforcement) and other law enforcement agencies, which are responsible authorities, will use the review procedures effectively to deter such activities and crime. Where reviews arise and the licensing authority determines that the crime prevention objective is undermined through the premises being used to

further crimes, it is expected that revocation of the licence – even in the first instance – should be seriously considered.

West Lindsey District Council's statement of Licencing policy (December 2020) has also been considered and the following points are deemed relevant:

1.7 In undertaking its licensing function, the Licensing Authority will have regard to other legislation, including, but not exclusively:

- Section 17 of the Crime and Disorder Act 1998: requires the Council to take all reasonable steps to reduce crime and disorder within the district.
- Immigration Act 2016

5.1.1 The Licensing Authority will carry out its licensing functions with a view to promoting the prevention of crime and disorder and will seek to ensure that licensees take measures to regulate the behaviour of persons whilst on their premises, or in the immediate vicinity of the premises.

5.1.2 In addition to the requirement for the Licensing Authority to promote this licensing objective, it also has a duty under Section 17 of the Crime and Disorder Act 1998 to Page 15 of 40 exercise its functions with due regard to the likely effect of the exercise of those functions on, and do all it reasonably can to prevent, crime and disorder in the District.

5.1.5 CCTV remains one of the most effective measures for reducing crime and disorder. The Licensing Authority expects premises that retail alcohol for consumption on or off the premises will have an effective CCTV system installed that operates in compliance with the requirements of Lincolnshire Police.

5.3.5 The following examples of control measures are given to assist applicants who may need to take account of them in their operating schedule, having regard to their particular type of premises and/or activities:

- Appropriate instruction, training and supervision of those employed or engaged to prevent incidents of public nuisance e.g. to ensure customers leave quietly,
- Provision of CCTV

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

8.19.5 The statutory prevention of crime and disorder licensing objective in the Licensing Act 2003 includes the prevention of immigration crime and the prevention of illegal working in licensed premises. The licensing authority will work in partnership with the Home Office (Immigration Enforcement) and Lincolnshire Police with a view to preventing illegal working in premises licensed for the sale of alcohol or late night refreshment.

8.19.6 The licensing authority will have regard to any guidance issued by the Home Office in relation to the immigration related provisions now contained in the Licensing Act 2003.

Crime and Disorder Act 1998 Section 17

Duty to consider crime and disorder implications.

(1) Without prejudice to any other obligation imposed on it, it shall be the duty of each authority to which this section applies to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent,

(a) crime and disorder in its area (including anti-social and other behaviour adversely affecting

the local environment); and

(b) the misuse of drugs, alcohol and other substances in its area, and

(c) re-offending in its area

(2) This section applies to each of the following—

.a local authority

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

The premises licence for Today's in Caistor has been under the control of Mr Kalamohan since September 2023 when the licence was transferred to AK Lincoln Ltd - a company of which Mr Kalamohan is the sole director. At the same time a vary DPS application was received naming Mr Kalamohan as the new designated premises supervisor.

In November 2023 a variation application was received to make amendments to the licensable hours and also to update and modernise the conditions held within the premises licence. The update to the licence conditions was instigated by Mr Kalamohan's agent and was welcome as there had previously been no annex 2 conditions at all. The conditions offered seemed appropriate for the operating style of the business and were clear and easy to understand.

In April 2024 the premises licence was transferred into a different company name – Grantham Curry Pot Ltd. Mr Kalamohan is also the sole director of this company.

On 27th September 2024 Police and council licensing teams carried out a joint visit to check compliance with the premises licence. There was a male working in the shop who identified himself to officers and was eventually found to have no status in the UK and thus no right to work. Police were directed by Home Office Immigration to arrest this individual. Officers also checked compliance with the premises licence and found some cause for concern. The CCTV appeared to be recording but did not retain for the required period only saving footage for 23 days as opposed to 28 as per the premises licence. There was a comprehensive training folder in relation to age restricted sales but unfortunately this hadn't been signed by staff including the male working at the time of the visit.

Following this visit PC Casey emailed Mr Kalamohan to outline the concerns found but no reply was forthcoming. PC Casey reported the matter of the illegal worker to Immigration and the evidence was sent to the civil penalty team for their consideration.

(See appendix A – Statement of PC Casey and appendix B – Pocket Notebook Entry of PC Casey dated 27.09.24).

A further vary DPS application was received on 4th November 2024 and sought to change the DPS from Mr Kalamohan to Mr Rajith Subramaniam.

On 7th November 2024 Police reattended with Immigration Officers. On this occasion the new DPS, Mr Subramaniam, was present. Mr Subramaniam was not able to operate the CCTV as he said he could not locate the mouse. The staff training manual was still unsigned and the DPS authority to sell alcohol was out of date and did not have names of current employees or the DPS.

(See appendix C – Pocket Notebook Entry of PC Casey dated 07.11.24)

On 17th June 2025 the Police Licensing Officer attended Today's again, this time with the Community Beat Manager – PC Turner. Upon entering Police encountered the same male that had been working illegally at the premises on 27th September 2024. On recognising the Officer's, the male fled the shop but was later detained after being found hiding behind a parked vehicle on a nearby driveway. Checks with immigration determined that this male was not liable to be detained any further but did confirm that he still had no permission to work in the UK. Police spoke at length with the male via a telephone interpreting service. During the conversation the male admitted that he had returned to the premises and had been working there for 2 weeks over 2-3 days each week. He disclosed that he was paid £6.00 per hour in cash which is considerably less than the national minimum wage of £12.21 per hour for over 21's

PC Casey had a brief telephone conversation with Mr Kalamohan and explained that CCTV would be requested via email as the staff on site were unable to operate the system. After this visit PC Casey requested footage from the premises by emailing Mr Kalamohan and Mr Subramaniam (DPS). Footage was requested for one hour across all cameras at the time of the visit. Footage was provided in the coming days, but it only displayed 8 cameras', one of which was not working so appeared blacked out. Of the footage provided there were no cameras covering the rear section of the shop and nothing to show what the illegal worker was doing prior to Police arrival. The illegal worker had been in the rear section of the shop upon PC Casey's arrival. During a phone call to Mr Kalmohan PC Casey asked if there were cameras covering the rear of the shop to which he said there weren't, he also clarified that the eighth blank camera was currently not working but only covered the outside of the shop. PC Casey re-attended the shop on 10th July and was shown the CCTV by a staff member on the premises. PC Casey noted that there was a total of 16 cameras across the shop and that the rear of the premises was very well covered. On checking the retention period of the footage, it was identified that here was no footage prior to 4th July meaning that it was only keeping footage for 7 days and not the 28 required on the premises licence.

(See appendix D Statement of PC Casey dated 15.07.25, appendix E Illegal working interview notes, appendix F Pocket Notebook Entry of PC Casey dated 17.06.25 and appendix G Pocket Notebook Entry of PC Casey dated 10.07.25)

During the above period PC Casey has exchanged several emails with Mr Kalamohan and/or the DPS. The DPS has never responded to emails but the chain can be seen in Appendix H. Mr Kalamohan has responded but has never acknowledged the non-compliance or discovery of illegal workers. ***(See appendix H email chain between 01.10.24 and 10.07.25).***

It is an offence to employ an illegal worker under section 21 of the Immigration, Asylum and Nationality Act 2006, as amended by section 35 of the Immigration Act 2016, if the employer knows or has reasonable cause to believe that they

are employing an illegal worker. The employer by law must carry out various checks to ensure that their staff are legally allowed to work.

Where an employer pays wages to illegal workers off record with no tax or national insurance deductions which are then deliberately omitted from an employers End of Tax Year P35 returns to HMRC, the employer may be dealt with by means of the Fraud Act 2006. Similarly, HMRC may take action as a civil proceedings case and raise a tax debt against the business.

Illegal workers are more than likely poorly paid for the hours they are required to work and are not subject to the benefit of a minimum wage or restricted hours as prescribed in law. Nor are they afforded the benefit of the protections offered by UK employment legislation and are therefore often exploited.

Lincolnshire has led the way with how illegal working within licenced premises and its impact on how the crime prevention objective should be viewed. The stated case of East Lindsey District Council v Abu Hanif in 2016 involved an illegal worker in a licenced premises in Lincolnshire in April 2014, where a civil penalty was later issued by immigration. The premises licence was reviewed and revoked, an appeal followed which was successful, based on the argument that a civil penalty was not a prosecution and so did not concern the crime prevention objective. East Lindsey District Council then appealed that decision by way of a case stated, arguing that it was not necessary for a crime to have been reported, prosecuted, or established in a court of law in order for the crime prevention objective to be engaged. That the licensing objectives were prospective and were concerned with the avoidance of harm in the future. Mr Justice Jay upheld the councils appeal, citing defrauding the revenue and exploitation of vulnerable individuals by not paying minimum wage as evidence of the commission of criminal offences, and the fact that the employee could not provide the required paperwork as clear inference that Mr Hanif well knew that he was employing an illegal worker.

Lincolnshire Police have two main concerns with this premises the first being the illegal working and the second the consistent non-compliance.

The non-compliance is disappointing especially since Mr Kalamohan himself suggested the very conditions that he is now breaching. Breach of those conditions is an offence under s.136 Licensing Act 2003.

Whilst the DPS is previously not known to have raised concerns for us in Lincolnshire, Mr Kalamohan has been subject to other licence review hearings in the County. Those reviews have been instigated for the same reasons as this one, illegal working and non-compliance – it appears as though lessons are not being learnt.

In 2018 Lincolnshire Police requested a review of the premises licence at Today's Express, 20 Market Place, Grantham after the discovery of an illegal worker at the shop and non-compliance with the conditions on the premises

licence. South Kesteven District Council's licensing committee made the decision to revoke this licence. Home Office Immigration also served a £10,000 penalty in relation to this matter.

In 2020 Lincolnshire Police submitted a review in relation to Today's Extra 50 Kesteven Road, Stamford again due to the discovery of an illegal worker and s.136 Licensing Act 2003 offences. The licensing committee, on this occasion, opted to implement additional conditions on the premises licence.

At the time of both the reviews the premises licence holder was either Mr Kalamohan himself or a company of which he was the director. Since these reviews there have also been concerns about illegal working and non-compliance at Today's Red Lion Square, Stamford and Today's Kesteven Road, Stamford. Both premises are also under the control of Mr Kalamohan/Mohan Retail Ltd.

Lincolnshire Police feel that the above information demonstrates that either Mr Kalamohan still does not understand the Licensing Act 2003, the licensing objectives and associated legislation *or* Mr Kalamohan has a total disregard for these matters. Either way, Lincolnshire Police deem the management of the premises to be unacceptable and feel that there have been sufficient and appropriate warnings/advice given to Mr Kalamohan. Lincolnshire Police cannot identify any other conditions that could be imposed to prevent the highlighted issues from recurring.

Lincolnshire Police respectfully request that the licensing sub-committee consider revocation of the premises licence.

Please tick ✓ yes

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

N.A

If yes please state the date of that application

Day	Month	Year

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

There have not been previous representations in relation to this premises however, Mr Kalamohan is no stranger to the review processes as described above.

Please tick ✓

yes

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

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

Part 3 – Signatures (please read guidance note 4)

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

Signature *RLW*
.....

Date 22.07.25
.....

Capacity for and on behalf of Chief Constable of Lincolnshire Police
.....

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 6)	
Post town	Post Code
Telephone number (if any)	
If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)	

Notes for Guidance

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

WITNESS STATEMENT

Criminal Procedure Rules, r. 16.2; Criminal Justice Act 1967, s.9

URN				
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Statement of: **Rebeka Casey**

Age if under 18: **018** (if over 18 insert 'over 18')

Occupation: **Police Constable 1299**

This statement (consisting of 4 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.

Signature: *Rebeka Casey*

Date **07/10/24**

Tick if witness evidence is visually recorded (supply witness details on rear)

I am the above named person employed as a Police Constable within Lincolnshire Police, I currently work in the Alcohol Licensing Team and predominantly cover the Lincoln and West Lindsey District areas.

On Friday 27th September 2024 I was on duty and in company with Sgt Adams and Tracy Gavins from West Lindsey District Council's licensing team. At approximately 11:00 hours we attended Today's Convenience Store, 2 Horsemarket, Caistor to carry out a routine compliance check. This was the first time that the premises had been visited by licensing officers since the licence was transferred in September 2023. At the time of the visit the premises licence holder (PLH) was Grantham Curry Pot Ltd company number 14192497 with the sole director being Arumugam Kalamohan. The designated premises supervisor (DPS) was also Arumugam Kalamohan.

Upon entering the store, I engaged with the staff member who was behind the counter. It was quickly established that there were no other staff present. The male behind the counter was wearing a black polo shirt bearing the "Today's" logo on the top left side and had the words "Challenge 25" on the right side. I asked if the gentleman had any identification to which he said he did not, he did not appear to have any belongings or possessions other than a mobile phone. I had concerns about this gentleman

Signature:	Error! Reference source not found. <i>Rebeka Casey</i>	Signature witnessed by:	
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URN				
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Statement of: _____

and suspected that he may not have had the right to work because he was unable to provide ID or confirm his home address. In order to ascertain the males ID I placed him on the fingerprint scanner and was able to confirm his details as [REDACTED] [REDACTED] [REDACTED] [REDACTED] born Sri Lanka. I then made a call to the Home Office National Command and Control Unit (NCCU) who were able to provide further details in relation to Mr [REDACTED] Mr [REDACTED] initially had an asylum claim but this was rejected, he had not been in contact with immigration services since November 2023. Based on this information I was advised that Mr [REDACTED] needed to be arrested under s.17 Immigration Act 1971. Subsequently the male was arrested and transported to Lincoln Custody.

Whilst I had been making enquiries with NCCU the shop remained open and several customers came in to purchase goods, being served by Mr [REDACTED] every time. He seemed proficient at using the till and knew his way around the premises and its stock well.

During the visit we checked compliance with the premises licence and found some minor breaches. The CCTV did not retain for the required period only recording back for 23 days instead of 28. There was a comprehensive folder containing various training documents and authorities but unfortunately, much of the paperwork was unsigned suggesting that staff had not received the training. I could not see any evidence that Mr Johnson had received any training, yet he was in sole charge of the premises on the day and had the keys to the shop.

I spoke to Mr Kalamohan on the telephone to ask about what he would like us to do to secure the shop. He asked us to lock the door and put the keys through the letterbox but there was no letterbox. I made another call to Mr Kalamohan who said that he was sending another staff member to take over. A short while later another gentleman arrived and provided ID – Subramaniam Nanthakumar 09/10/1975). The keys were given to him after checking again with Mr Kalamohan on the telephone.

Page 2 of 2

Signature:	Error! Reference source not found. <i>[Handwritten Signature]</i>	Signature witnessed by:	
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Agenda Item 7

WEST LINDSEY DISTRICT COUNCIL

LICENSING ACT 2003

REPORT TO:	LICENSING SUB-COMMITTEE
DATE:	1 st JUNE 2026
SUBJECT:	TODAYS EXTRA, 2 HORSEMARKET, CAISTOR, MARKET RASEN, LN7 6UP.
PURPOSE:	APPLICATION TO VARY A PREMISES LICENCE TO SPECIFY AN INDIVIDUAL AS DESIGNATED PREMISES SUPERVISOR TO CONSIDER AN OBJECTION RECEIVED FROM THE CHIEF OFFICER OF LINCOLNSHIRE POLICE IN RESPECT OF AN APPLICATION SUBMITTED BY MR NANTHAKUMAR MURUKAN.
REPORT OF:	SENIOR LICENSING OFFICER
REPORT AUTHOR:	KIMBLE ENDERBY
WARD(S) AFFECTED:	CAISTOR AND YARBOROUGH
EXEMPT REPORT?	NO

SUMMARY

This is a report to consider a notice given by the Chief Officer of Lincolnshire Police objecting to an application under Section 37 of the Licensing Act 2003. The application seeks to specify MR NANTHAKUMAR MURUKAN as Designated Premises Supervisor for Todays Extra, 2 Horsemarket, Caistor, Market Rasen, LN7 6UP.

RECOMMENDATIONS

It is recommended that the Sub-Committee take into account all evidence and information received from Lincolnshire Police and Mr Murukan and resolve to either grant or reject the application.

REASONS FOR RECOMMENDATIONS

The Licensing Act 2003 requires that the Licensing Sub-Committee determine an application where a notice of objection is received from the Chief Officer of Police.

The Sub-Committee must give full reasons for their decisions.

OTHER OPTIONS CONSIDERED

None

1. BACKGROUND

1.1 Section 39 (3) of the Licensing Act 2003 states that where a notice is given under section 37(5) (and not withdrawn) the authority must-

- Hold a hearing to consider it, unless the authority, the applicant and the person who gave the notice agree that a hearing is not necessary, and
- Having regard to the notice, reject the application if it considers it appropriate for the promotion of the crime prevention objective to do so.

REPORT

2.1 Today's Extra is a convenience store at 2 Horsemarket, Caistor. A premises licence authorising the sale by retail of alcohol for consumption off the premises only and the provision of late-night refreshment has been held since September 2005.

On 23rd July 2025 an application seeking a review of the premises licence was submitted by Lincolnshire Police.

A premises licence review hearing took place on 10th October 2025. The decision was taken by the Licensing sub-committee to revoke the premises licence.

This decision was appealed by the premises and an appeal hearing is scheduled to be held at Lincoln Magistrates Court on 21st May 2026.

A copy of the Premises Licence is attached at **APPENDIX 1**.

2.2 On 23rd April 2026 an application to specify Mr Murukan as Designated Premises Supervisor was submitted. (Mr Murukan is also seeking to transfer the premises licence into his name, the transfer application was submitted on 19th April 2026).

2.3 The application states that the applicant wishes this to take immediate effect in accordance with Sections 38 of the Licensing Act 2003.

2.4 Section 38 of the Licensing Act 2003 states:

1. Where an application made in accordance with section 37, in respect of a premises licence which authorises the supply of alcohol, includes a request that the variation applied for should have immediate effect.
 2. By virtue of this section, the premises licence has effect during the application period as if it were varied in the manner set out in the application.
 3. For this purpose “the application period” means the period which-
 - (a) begins when the application is received by the relevant licensing authority, and
 - (b) ends-
 - (i) if the application is granted, when the variation takes effect,
 - (ii) If the application is rejected, at the time the rejection is notified to the applicant, or
 - (iii) if the application is withdrawn before it is determined, at the time of the withdrawal
- 2.5 A copy of the application, which was correctly completed, is attached at **APPENDIX 2.**
- 2.6 Where the Chief Officer of Police is satisfied that the exceptional circumstances of the case are such that granting the application would undermine the crime prevention objective, they must give the relevant licensing authority notice stating the reasons why they are so satisfied. Such notice must be given within the period of 14 days beginning with the day on which they are notified of the application.
- 2.7 A notice of objection was submitted under S37(5) of the Licensing Act 2003 on behalf of the Chief Officer of Lincolnshire Police, within the necessary time frame, on 1st May 2026 stating the grounds for being satisfied that the exceptional circumstances of the case were such that granting the application would undermine the crime prevention objective. A copy of the notice is provided at **APPENDIX 3.**

3. CONCLUSION

- 3.1 The options available to the sub-committee are to either grant or reject the application to specify Mr Murukan as the Designated Premises Supervisor. There are no other options, such as appending additional conditions to the premises licence, available to the Sub-Committee. In making its decision, the Sub-Committee must consider the application and objection notice in accordance with the act and must have regard for and give appropriate weight to:
- The Licensing Authority’s Policy which can be found at the link below by clicking on the Download Tab, then downloading the Policy:
<http://www.west-lindsey.gov.uk/businesses/licensing/licensing-and-gambling-policies/licensing-policy/104810.article>
 - Attention is also drawn to the contents of the section 182 statutory guidance which can be found at the link below:

<https://www.gov.uk/government/publications/explanatory-memorandum-revised-guidance-issued-under-s-182-of-licensing-act-2003>

- The submissions, including supporting information, presented by all parties.

3.2 The Sub-Committee's attention is drawn, in particular, to the following paragraphs of the Section 182 Guidance.

Paragraph 4.39 - The police may object to the designation of a new DPS where, in exceptional circumstances, they believe that the appointment would undermine the crime prevention objective. The police can object where, for example, a DPS is first specified in relation to particular premises and the specification of that DPS in relation to the particular premises gives rise to exceptional concerns.

Paragraph 4.40 – Where the police do object, the licensing authority must arrange for a hearing at which the issue can be considered and both parties can put forward their arguments. The 2003 Act provides that the applicant may apply for the individual to take up post as DPS immediately and, in such cases, the issue would be whether the individual should be removed from this post. The licensing authority considering the matter must restrict its consideration to the issue of crime and disorder and give comprehensive reasons for its decision. Either party would be entitled to appeal if their argument is rejected.

- 3.3 Should the Sub-Committee depart from the statutory guidance or the Statement of Licensing Policy, reasons for doing so must be given.
- 3.4 In determining the application, the Sub-Committee should be aware of and take into account any implications that may arise from the Human Rights Act 1998. Under the Human Rights Act, it is unlawful for a public authority to act in a manner that is incompatible with the European Convention on Human Rights.
- 3.5 The sub-committee, in its decision making, must have due regard to its public sector equality duty under section 149 of the Equality Act 2010.
- 3.6 Whether the application is granted or rejected, notice of that decision must be provided to all parties. The notice must state the authority's reasons for granting or rejecting the application.
- 3.7 If the application is granted the decision notice must specify the time when the variation takes effect. A decision to reject the application takes effect when the rejection is notified to the applicant.

4. Appeal

- 4.1 Where the licensing authority rejects an application the applicant may appeal against the decision. Where the licensing authority grants an application the Chief Officer of Police may appeal against the decision.
- 4.2 Any appeal must be made within 21 days of the day on which all parties were notified, in writing by the licensing authority, of the decision to be appealed.

DATA PROTECTION

This is an exempt report under Schedule 12A Part 1 Paragraph 7 of the Local Government Act 1972 which exempts information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

FINANCIAL

This hearing is being undertaken as part of the normal duties carried out by the Licensing Team with no additional costs involved.

RISK MANAGEMENT

There is a theoretical risk of civil action against the Licensing Authority if it is found not to have exercised due diligence in licensing matters.

STAKEHOLDER / CONSULTATION / TIMESCALES

A notice of objection from the Chief Officer of Lincolnshire Police must be heard by a sub-committee of the Licensing Committee within 20 working days of the last date for which objections to an application can be submitted.

REPUTATION

There is a risk that the Council's reputation could be damaged if the requirements of licensing legislation are not implemented in the prescribed manner.

CONTRACTS

There are no contractual implications.

CRIME AND DISORDER

The Council has a duty to promote and ensure compliance with the licensing objectives of, the prevention of crime and disorder, public safety, prevention of public nuisance, and the protection of children from harm.

EQUALITY AND DIVERSITY/ HUMAN RIGHTS

Equality Implications: Under the Human Rights Act 1998, it is unlawful for a public authority to act in a manner that is incompatible with the European Convention on Human Rights.

Human Rights: The licensing authority must have due regard to its public sector equality duty under section 149 of the Equality Act 2010.

APPENDICES	
Appendices are listed below and attached to the back of the report: -	
APPENDIX 1	Copy of Premises Licence
APPENDIX 2	Application for the variation of a Premises Licence to specify an individual as Designated Premises Supervisor
APPENDIX 3	Notice of objection from the Chief Officer of Lincolnshire Police and supporting evidence.

BACKGROUND PAPERS

None

CHRONOLOGICAL HISTORY OF THIS REPORT

A report on this item has not been previously considered by a Council body.

REPORT APPROVAL

Report author:	Kimble Enderby – Senior Licensing Officer kimble.enderby@west-lindsey.gov.uk
Signed off by:	Andy Gray – Head of Environmental Services andy.gray@west-lindsey.gov.uk
Approved for publication:	Not applicable

Licensing Act 2003

32UHB50224

Premises Licence

Part 1 - Premises Details

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

Today's Extra

2 Horsemarket, Caistor, Lincolnshire, LN7 6UP.

WHERE THE LICENCE IS TIME LIMITED THE DATES

Not applicable

LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

- provision of late night refreshment
- the sale by retail of alcohol

THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

Activity (and Area if applicable)	Description	Time From	Time To
L. Late night refreshment (Indoors)	Monday to Sunday	11:00pm	Midnight
M. The sale by retail of alcohol for consumption OFF the premises only	Monday to Sunday	6:00am	Midnight

THE OPENING HOURS OF THE PREMISES

Description	Time From	Time To
Monday to Sunday	6:00am	Midnight

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

- M. The sale by retail of alcohol for consumption OFF the premises only

Part 2

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

Grantham Curry Pot Ltd
80 White Lion Road, Amersham, Buckinghamshire, HP7 9JS.
mohanretail@hotmail.co.uk

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

Grantham Curry Pot Ltd 14192497

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

Paramasivam RAHULAN 116 Gilbey Road, Grimsby, N E Lincolnshire, DN31 2RP.

Licensing Act 2003

32UHB50224

Premises Licence

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

Licence No. LN/201900962

Issued by St Albans

ANNEXES

Mandatory Conditions Supply of alcohol (Off-Licensed Premises)

No supply of alcohol may be made under this licence:

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

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

Any supply of alcohol for consumption off the premises must be in a sealed container.

The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol. The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and a holographic mark.

CONDITIONS CONSISTENT WITH THE OPERATING SCHEDULE

A CCTV camera system, capable of providing good quality images in all lighting conditions, shall be used covering the interior and the immediate exterior (entrance) of the premise. Images will be retained for a period of at least 28 days and be made available to the Police and Authorised Officers upon reasonable written request for evidential purposes, in accordance with the relevant data protection legislation (currently GDPR 2018).

The CCTV recording equipment shall be kept in a secure environment under the control of the premises licence holder (PLH) and/or another named responsible individual.

The DPS and staff will be vigilant and monitor the area immediately outside the shop to check

Premises Licence

ANNEXES continued ...

that youths are not causing annoyance by congregating.

Spirits will be kept behind the counter

Any incidents of crime and disorder at or immediately outside the premises, witnessed by staff, will be recorded in an incident book kept at the shop. This book will be made available for inspection by the Police and the other responsible authorities.

Deliveries to the shop will be arranged during hours to prevent public nuisance.

A notice(s) will be on display in the shop asking customers to leave the shop quietly and not to drop any litter on the floor.

Staff will monitor the area immediately outside the shop on a regular basis to check for, and to dispose of, any litter.

Challenge 25 shall be used and signage will be on display.

Alcohol will only be sold to people who can satisfy or prove to the seller that they are 18 years old or over. The only acceptable form of ID will be a passport, photo driving licence, a PASS accredited proof of age card, or other form of photo ID as recommended by Trading Standards.

A refusals register (for the sale of alcohol) will be used and be made available for inspection by responsible authorities.

A notice(s) shall be displayed in the premises where they can be seen clearly to advise customers that it is unlawful for persons under 18 to purchase alcohol or for any persons to purchase alcohol on behalf of a person under 18 years of age.

All staff selling alcohol will be trained on the prevention of underage sales. Training will be delivered on a regular basis (every 12 months) and records will be made available for inspection by Lincolnshire Police and other Authorised Officers.

Licensing Act 2003

32UHB50224

Premises Licence

ANNEXES continued ...

CONDITIONS ATTACHED AFTER A HEARING BY THE LICENSING AUTHORITY

Not Applicable.

Licensing Act 2003

32UHB50224

Premises Licence Summary

Premises Details

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

Today's Extra

2 Horsemarket, Caistor, Lincolnshire, LN7 6UP.

WHERE THE LICENCE IS TIME LIMITED THE DATES

Not applicable

LICENSABLE ACTIVITIES AUTHORISED BY THE LICENCE

- provision of late night refreshment
- the sale by retail of alcohol

THE TIMES THE LICENCE AUTHORISES THE CARRYING OUT OF LICENSABLE ACTIVITIES

Activity (and Area if applicable)	Description	Time From	Time To
L. Late night refreshment (Indoors)	Monday to Sunday	11:00pm	Midnight
M. The sale by retail of alcohol for consumption OFF the premises only	Monday to Sunday	6:00am	Midnight

THE OPENING HOURS OF THE PREMISES

Description	Time From	Time To
Monday to Sunday	6:00am	Midnight

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

- M. The sale by retail of alcohol for consumption OFF the premises only

NAME, (REGISTERED) ADDRESS OF HOLDER OF PREMISES LICENCE

Grantham Curry Pot Ltd

80 White Lion Road, Amersham, Buckinghamshire, HP7 9JS.

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

Grantham Curry Pot Ltd

14192497

NAME OF DESIGNATED PREMISES SUPERVISOR WHERE THE PREMISES LICENCE AUTHORISES THE SUPPLY OF ALCOHOL

Paramasivam RAHULAN

STATE WHETHER ACCESS TO THE PREMISES BY CHILDREN IS RESTRICTED OR PROHIBITED

Not applicable

Section 1 of 4

You can save the form at any time and resume it later. You do not need to be logged in when you resume.

System reference This is the unique reference for this application generated by the system.

Your reference You can put what you want here to help you track applications if you make lots of them. It is passed to the authority.

Are you an agent acting on behalf of the applicant?

Yes No

Put "no" if you are applying on your own behalf or on behalf of a business you own or work for.

Applicant Details

* First name

* Family name

* E-mail

Main telephone number Include country code.

Other telephone number

Indicate here if the applicant would prefer not to be contacted by telephone

Is the applicant:

Applying as a business or organisation, including as a sole trader

Applying as an individual

A sole trader is a business owned by one person without any special legal structure. Applying as an individual means the applicant is applying so the applicant can be employed, or for some other personal reason, such as following a hobby.

Continued from previous page...

Address

* Building number or name

* Street

District

* City or town

County or administrative area

* Postcode

* Country

Agent Details

* First name

* Family name

* E-mail

Main telephone number Include country code.

Other telephone number

Indicate here if you would prefer not to be contacted by telephone

Are you:

- An agent that is a business or organisation, including a sole trader
- A private individual acting as an agent

A sole trader is a business owned by one person without any special legal structure.

Agent Business

Is your business registered in the UK with Companies House? Yes No

Note: completing the Applicant Business section is optional in this form.

Is your business registered outside the UK? Yes No

Business name

VAT number

Legal status

Your position in the business

Home country

If your business is registered, use its registered name.

Put "none" if you are not registered for VAT.

The country where the headquarters of your business is located.

Continued from previous page...

Agent Business Address

If you have one, this should be your official address - that is an address required of you by law for receiving communications.

Building number or name	<input type="text" value="77"/>
Street	<input type="text" value="WOMACK GARDENS"/>
District	<input type="text"/>
City or town	<input type="text" value="ST HELENS"/>
County or administrative area	<input type="text" value="MESERYSIDE"/>
Postcode	<input type="text" value="WA9 5UY"/>
Country	<input type="text" value="United Kingdom"/>

Section 2 of 4

PREMISES DETAILS

I/we apply to vary a premises licence to specify the individual named in this application as the premises supervisor under section 37 of the Licensing Act 2003.

* Premises licence number

Are you able to provide a postal address, OS map reference or description of the premises?

- Address OS map reference Description

Address

* Building number or name	<input type="text" value="TODAY'S EXTRA"/>
* Street	<input type="text" value="2 THE HORSEMARKET"/>
District	<input type="text"/>
* City or town	<input type="text" value="CAISTOR"/>
County or administrative area	<input type="text" value="LINCOLNSHIRE"/>
Postcode	<input type="text" value="LN7 6UP"/>
* Country	<input type="text" value="United Kingdom"/>

Contact Details

E-mail	<input type="text" value="ijrushy@hotmail.co.uk"/>
Telephone number	<input type="text"/>
Other telephone number	<input type="text"/>

Describe the premises. For example, what type of premises it is

A GENERAL CONVENIENCE STORE SELLING A WIDE RANGE OF GOODS INCLUDING ALCOHOL

Continued from previous page...

Section 3 of 4

SUPERVISOR

Full Name Of Proposed Designated Premises Supervisor

* First name

* Family name

* Nationality

* Place of birth

* Date of birth / /
dd mm yyyy

Personal licence number of proposed designated premises supervisor

Issuing authority of that licence

Full Name Of Existing Designated Premises Supervisor

First name

Family name

* Would you like this application to have immediate effect under section 38 of the Licensing Act 2003?

Yes No

The premises licence holder can continue the supply of alcohol if, for example, the existing premises supervisor is suddenly indisposed or unable to work.

* Date you would like this application to have effect under section 38 of the Licensing Act 2003 / /
dd mm yyyy

I will notify the existing premises supervisor (if any) of this application

It is sufficient for the licensee to inform the existing premises supervisor in writing, without sharing the specific details of the application.

* Will the premises licence or relevant part of it be submitted with this application?

Yes No

How will the consent form of the proposed designated premises supervisor be supplied to the authority?

Electronically, by the proposed designated premises supervisor

As an attachment to this variation

Continued from previous page...

Reference number for consent form (if known)

If the consent form is already submitted, ask the proposed designated premises supervisor for its 'system reference' or 'your reference'

Section 4 of 4

PAYMENT DETAILS

This fee must be paid to the authority. If you complete the application online, you must pay it by debit or credit card.

This formality requires a fixed fee of £23

DECLARATION

*

Ticking this box indicates you have read and understood the above declaration

This section should be completed by the applicant, unless you answered "Yes" to the question "Are you an agent acting on behalf of the applicant?"

* Full name

* Capacity

* Date

 / /
dd mm yyyy

Full name

Capacity

* Date

 / /
dd mm yyyy

OFFICE USE ONLY

Applicant reference number	<input type="text"/>
Fee paid	<input type="text"/>
Payment provider reference	<input type="text"/>
ELMS Payment Reference	<input type="text"/>
Payment status	<input type="text"/>
Payment authorisation code	<input type="text"/>
Payment authorisation date	<input type="text"/>
Date and time submitted	<input type="text"/>
Approval deadline	<input type="text"/>
Error message	<input type="text"/>
Is Digitally signed	<input type="checkbox"/>

[1](#) [2](#) [3](#) [4](#) [Next >](#)

Licensing Act 2003

Designated Premises Supervisor – consent from

I NANTHAKUMAR MURUKAN
(full name of prospective premises supervisor)

Of 48 KESTEVEN ROAD, STAMFORD PE9 1SU
(home address of prospective premises supervisor)

hereby confirm that I give my consent to be specified as the designated premises supervisor in relation to the application for

VARY DPS (PREMISES LICENCE) APPLICATION

by NANTHAKUMAR MURUKAN
(name of applicant)

Relating to premises licence number 32UHB50224 for

TODAY'S EXTRA, 2 THE HORSE MARKET, CAISTOR, LINCS LN7 6UP
(name and address of premises to which this application relates)

And any premises licence to be granted or varied in respect of this application made by

NANTHAKUMAR MURUKAN
(name of applicant)

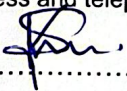
concerning the supply of alcohol at

TODAY'S EXTRA, 2 THE HORSEMARKET, CAISTOR, LINCS LN7 6UP
(name and address of premises to which this application relates)

I also confirm that I am entitled to work in the United Kingdom and currently hold a personal licence, details of which I set out below.

Personal licence number 23/01114/LAPER

Issuing Authority WATFORD
(name, address and telephone number of the Authority who issued the personal licence, if any)

Signed.....

Name (print) NANTHAKUMAR MURUKAN

Date 16/4/2026

Date of birth 9/10/1975

JL LICENSING
Tel; 07909 511953
Email; ijrushy@hotmail.com

FAO: West Lindsey Council

Our Ref: VL/111080

Date: 16 April 2026

Dear Sirs

Re: Sale of 2 Horsemarket , Caistor, Market Rasen, LN7 6UP
Seller: AK Lincoln Ltd

We act on behalf of the Seller in relation to the sale of the leasehold property known as 2 Horse Market, Caistor, Market Rasen, LN7 6UP and the business carried on thereat. Please find attached the Heads of Terms agreed between the parties for your reference.

We write to confirm that the parties to the transaction are working towards a proposed completion date of 30th April 2026.

Should you require any further information, please do not hesitate to contact us.

Yours sincerely



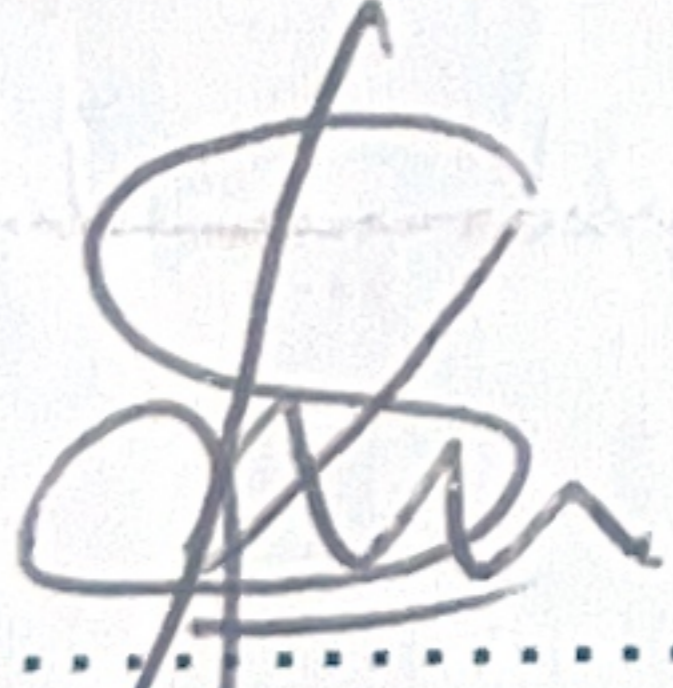
Vincent Lazar (Partner)
VINCENT SOLICITORS

CHANGE OF NAME DEED

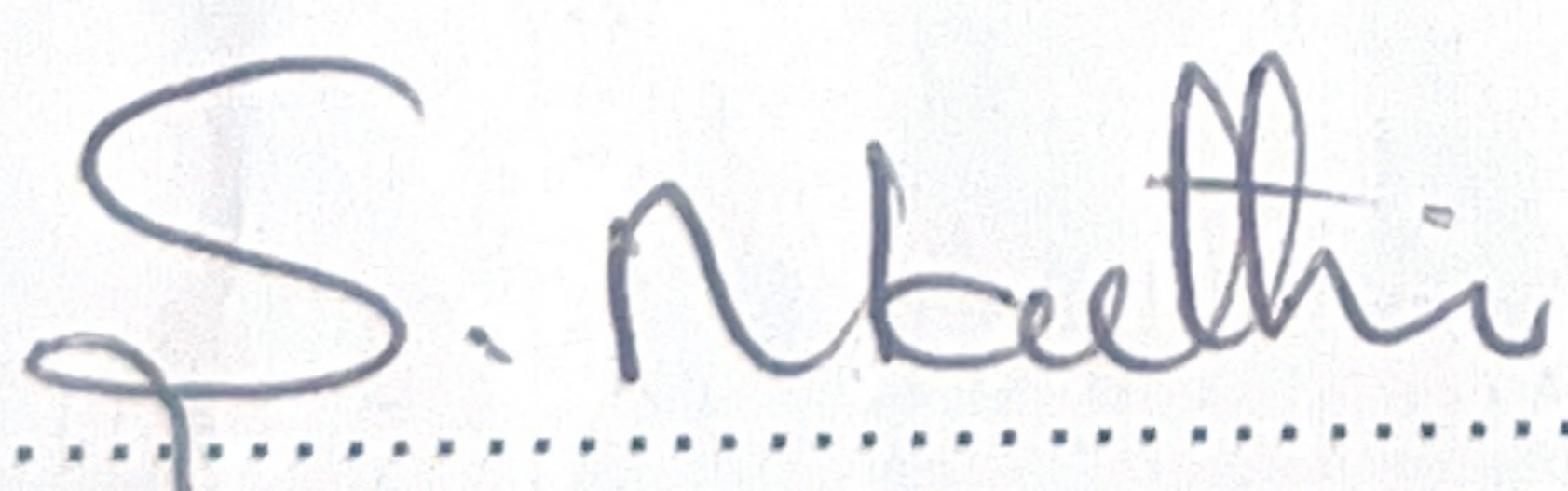
THIS CHANGE OF NAME DEED made this ^{10th}.....day of April 2025 by me the undersigned NANTHAKUMAR MURUKAN of 48 Kesteven Road Stamford PE9 1SU now or formerly called or known as SUBRAMANIAM NANTHAKUMAR.

WITNESSES and IT IS HEREBY DECLARED as follows:

1. I absolutely and entirely renounce relinquish and abandon the use of my former name of SUBRAMANIAM NANTHAKUMAR ("former name") and assume adopt and determine to take and use from the date hereof the name of NANTHAKUMAR MURUKAN ("new name") in substitution for my former name of SUBRAMANIAM NANTHAKUMAR.
2. I shall at all times hereafter in all records deeds documents and other writings and in all actions and proceedings as well as in all dealings and transactions and on all occasions whatsoever use and subscribe the new name in substitution for my former name to the intent that I may hereafter be called known and identified by the new name instead of my former name.
3. I authorise and require all persons at all times to identify describe and address me by my new name.

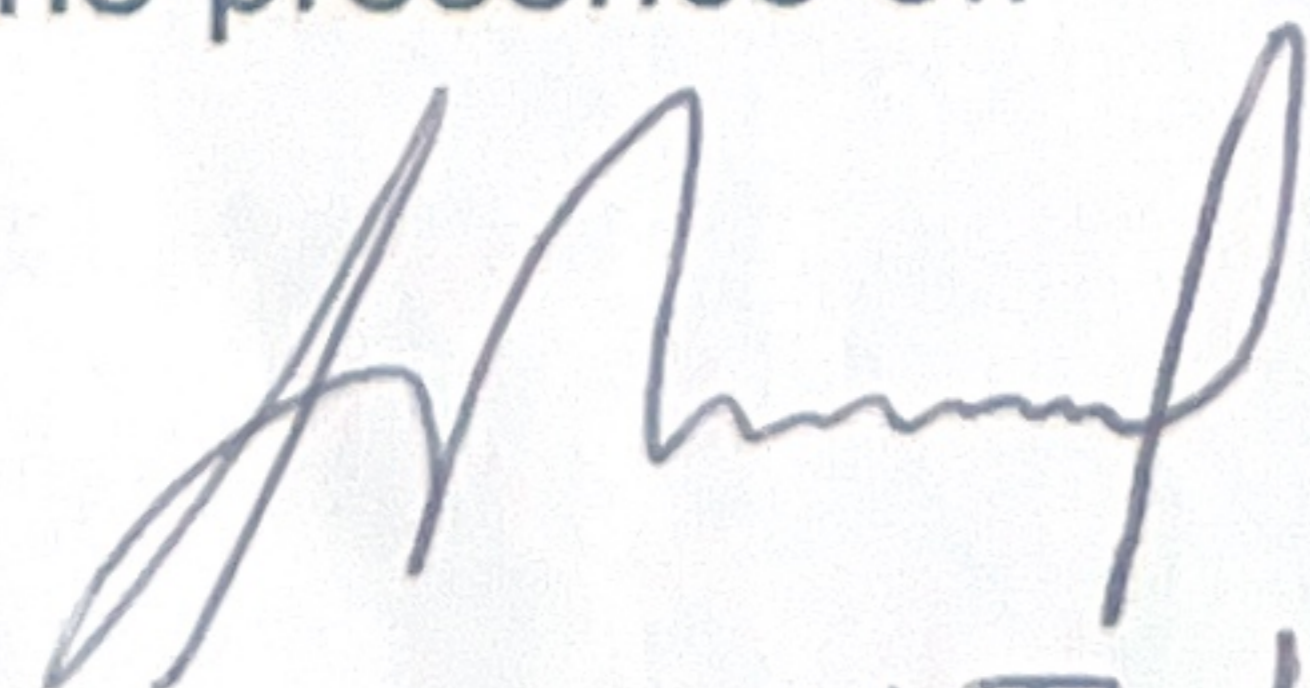


.....
SIGNED SEALED AND DELIVERED
by NANTHAKUMAR MURUKAN (New Name)



.....
SIGNED SEALED AND DELIVERED
by SUBRAMANIAM NANTHAKUMAR (Previous Name)

in the presence of:


VINCENT LAZAR

Vincent Solicitors
Unit 16, Galaxy Building
1-3 Uxbridge Road
Hayes, London UB4 0JN

DATED

LEASE

relating to

between

AK LINCOLN LTD

and

NANTHAKUMAR MURUKAN

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Grant.....	4
3.	Ancillary rights.....	4
4.	Rights excepted and reserved	4
5.	Third Party Rights.....	6
6.	The Annual Rent.....	6
7.	Review of the Annual Rent.....	6
8.	Insurance.....	9
9.	Rates and taxes.....	12
10.	Utilities	12
11.	Common items.....	13
12.	VAT.....	13
13.	Default interest and interest	13
14.	Costs.....	13
15.	Compensation on vacating	14
16.	No deduction, counterclaim or set-off.....	14
17.	Registration of this lease.....	14
18.	Assignments.....	15
19.	Underlettings	15
20.	Sharing occupation	17
21.	Charging	17
22.	Prohibition of other dealings	17
23.	Registration and notification of dealings and occupation.....	17
24.	Closure of the registered title of this lease	18
25.	Repairs	18
26.	Decoration.....	19
27.	Alterations.....	19
28.	Signs.....	19
29.	Returning the Property to the Landlord	20
30.	Use.....	21
31.	Compliance with laws	21
32.	Encroachments, obstructions and acquisition of rights	22
33.	Remedy breaches.....	23
34.	Indemnity	23
35.	Landlord's covenant for quiet enjoyment.....	23
36.	[Guarantee and indemnity	24
37.	Condition for re-entry	24
38.	Liability	25
39.	Entire agreement and exclusion of representations.....	26
40.	Notices, consents and approvals.....	26
41.	Governing law and jurisdiction	27
42.	[Exclusion of sections 24-28 of the 1954 Act.....	27
43.	Contracts (Rights of Third Parties) Act 1999	28
44.	Landlord and Tenant (Covenants) Act 1995.....	28

This lease is dated
HM Land Registry

Title number[s]: LL425697

Administrative area:

PARTIES

- (1) **AK Lincoln Ltd**, incorporated and registered in England and Wales with company number [14829058] whose registered office is at 80 White Lion Rd, Amersham, HP7 9JS (**Lease Holder**).
- (2) **Nanthakumar Murukan**, whose registered office is at 48 Kesteven Rd, Stamford, PE9 1SU (**Sub Lease Holder**).

AGREED TERMS

1. INTERPRETATION

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

Annual Rent: £20,000 per annum and then as revised pursuant to this lease.

Contractual Term: a term of 7 years beginning on and including the date of this lease and ending on and including **30/04/2026**.

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

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

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

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

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

Permitted Use: Retail Convenience Store within Use Class E of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

Property: Today's, 2 Horse Market, Caistor, Market Rasen, LN7 6UP.

Rent Commencement Date: 01st May 2026

Rent Payment Dates: First day of every month.

Review Date: April 2031.

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

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and of the charges register of title number LL425697.

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

1954 Act: Landlord and Tenant Act 1954.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

- 1.7 A reference to the **term** is to the Contractual Term [and any agreed or statutory continuation of this lease].
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 40.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.5.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in [England][Wales].
- 1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.15 A **person** includes a corporate or unincorporated body.
- 1.16 References to **writing** or **written** do not include [faxes or] email.
- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

2.1 **The Lease Holder with full title guarantee** lets the Property to the Tenant for the Contractual Term.

2.2 The grant is made **together with the ancillary rights set out in clause 3**, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent and all VAT in respect of it;
- (b) the Insurance Rent; [and]
- (c) all interest payable under this lease; and
- (d) all other sums due under this lease].

3. ANCILLARY RIGHTS

3.1 Except as mentioned in clause 3.2, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

3.2 **[SET OUT ANY SPECIFIC RIGHTS NEEDED.]**

4. RIGHTS EXCEPTED AND RESERVED

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

- (a) rights of light, air, support and protection as those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of 80 years from the commencement of the term (and that period is the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964);
- (c) **[ANY OTHER SPECIFIC RIGHTS THAT NEED TO BE RESERVED];**
- (d) rights to:
 - (i) develop any neighbouring property (whether or not belonging to the Landlord);

- (ii) erect scaffolding at the Property and attach it to any building on the Property in connection with any development mentioned in paragraph (i) above;
- (iii) build on or into any boundary wall of the Property; and
- (iv) re-route any Service Media at or serving the Property or any means of access to or egress from the Property,

notwithstanding that any of those works result in a reduction in the flow of light or air to the Property or loss of amenity for the Property,

- (e) the right to enter the Property to repair, maintain or replace any Service Media or structure relevant to any of the other Reservations; and
- (f) the right to enter the Property for any other purpose mentioned in this lease or for any other purpose connected with this lease or with the Landlord's interest in the Property or in any neighbouring property.

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

4.3 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

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

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

5. THIRD PARTY RIGHTS

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

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

6. THE ANNUAL RENT

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

7. REVIEW OF THE ANNUAL RENT

- 7.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7.
- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to the greater of:
- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it); and
 - (b) the open market rent agreed or determined pursuant to this clause.
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
- (a) in the open market;
 - (b) at the relevant Review Date;
 - (c) on the assumptions listed in clause 7.5; and
 - (d) disregarding the matters listed in clause 7.6.
- 7.5 The assumptions are:
- (a) the Property is available to let in the open market:
 - (i) by a willing lessor to a willing lessee (which may be the Tenant);

- (ii) as a whole;
 - (iii) with vacant possession;
 - (iv) without a fine or a premium;
 - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of 5 years commencing on the relevant Review Date, if longer; and
 - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent.
- (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date to reflect the need to fit out the Property;
 - (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
 - (d) the Landlord and the Tenant have fully complied with their obligations in this lease;
 - (e) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
 - (f) no work has been carried out on the Property that has diminished its rental value;
 - (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
 - (h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property.

7.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property carried out [before or] [after the date of this lease,] by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);

- (d) any effect on rent of any obligation on the Tenant [to fit out the Property or] [to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out]; and
 - (e) any statutory restriction on rents or the right to recover them.

- 7.7 The Landlord and the Tenant may appoint an independent valuer at any time before either of them applies to the President for an independent valuer to be appointed. The Landlord or the Tenant may apply to the President for an independent valuer to be appointed at any time after the date which is three months before the relevant Review Date. The independent valuer shall be an associate or fellow of the Royal Institution of Chartered Surveyors.

- 7.8 The Surveyor shall act as an expert and not as an arbitrator.

- 7.9 [The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor.]

- 7.10 If the Surveyor dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.

- 7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

- 7.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. [On the date] [No later than five working days after] the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
 - (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount

that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and

- (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

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

7.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

7.15 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8. INSURANCE

8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the [sum which the Landlord considers to be its] full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

8.2 The Landlord's obligation to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

8.3 The Tenant shall pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

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

8.4 The Tenant shall:

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

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

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

- 8.6 If the Property is damaged or destroyed by [a risk against which the Landlord is obliged to insure][an Insured Risk] so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of [three] years from the date of damage or destruction, if sooner.
- 8.7 If, following damage to or destruction of the Property, the Landlord considers that *it is impossible or impractical to reinstate the Property*, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 8.8 [Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within [three] years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.]

9. RATES AND TAXES

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

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

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

10. UTILITIES

10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

10.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11. COMMON ITEMS

11.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12. VAT

12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

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

13. DEFAULT INTEREST AND INTEREST

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

14. COSTS

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

15. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and

Tenant Act 1927 or the 1954 Act is excluded, except to the extent that the legislation prevents that right being excluded.]

16. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

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

17. REGISTRATION OF THIS LEASE

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

18. ASSIGNMENTS

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

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

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

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

- 18.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any Annual Rent or other money due under this lease is outstanding.
- 18.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.
- 19. UNDERLETTINGS**
- 19.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.
- 19.2 The Tenant shall not underlet part only of the Property.
- 19.3 The Tenant shall not underlet the Property:
- (a) together with any property or any right over property that is not included within this lease;
 - (b) *at a fine or premium or reverse premium; nor*
 - (c) allowing any rent free period to the undertenant [that exceeds the period as is then usual in the open market in respect of such a letting].
- 19.4 [The Tenant shall not underlet the Property unless, before the underlease is granted, the Tenant has given the Landlord:
- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy to be created by the underlease; and
 - (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the 1954 Act.]
- 19.5 Any underletting by the Tenant shall be by deed and shall include:
- (a) [an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the 1954 Act are excluded from applying to the tenancy created by the underlease;]
 - (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease [(but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 19.3(c))];

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

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

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

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

20. SHARING OCCUPATION

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

21. CHARGING

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

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

22. PROHIBITION OF OTHER DEALINGS

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

23. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

23.1 In this clause a **Transaction** is:

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

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

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

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

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

24. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

[Within one month] [Immediately] after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM

Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

25. REPAIRS

25.1 The Tenant shall keep the Property in good repair [and condition].

25.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

(a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them]; or

(b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.]

26. DECORATION

26.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

26.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

26.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

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

27. ALTERATIONS

27.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

27.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

27.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

28. SIGNS

28.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

28.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside [except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use][, without the consent of the Landlord, such consent not to be unreasonably withheld].

28.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

28.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

29. RETURNING THE PROPERTY TO THE LANDLORD

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

29.2 [If the Landlord gives the Tenant notice [no later than three months before the end of the term], the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.]

29.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

29.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage

or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

29.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

30. USE

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

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

30.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

31. COMPLIANCE WITH LAWS

31.1 The Tenant shall comply with all laws relating to:

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

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

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

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

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

- 31.5 The Tenant shall not carry out any works at the Property in respect of which the Construction (Design and Management) Regulations 1994 apply without the consent of the Landlord. Such consent is not to be unreasonably withheld in the case of works in respect of which the Landlord is not otherwise to withhold its consent unreasonably or which the Tenant is obliged to carry out under the terms of this lease.

- 31.6 The Tenant shall maintain the health and safety file for the Property in accordance with the Construction (Design and Management) Regulations 1994 and shall give it to the Landlord at the end of the term.

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

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

- 32. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

- 32.1 The Tenant shall not grant any right or licence over the Property to a third party.

- 32.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
 - (a) immediately give notice to the Landlord; and

- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

32.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

32.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

32.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) immediately notify the Landlord; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

33. REMEDY BREACHES

33.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

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

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

33.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 36.

34. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant,

any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

35. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

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

36. GUARANTEE AND INDEMNITY

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

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

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

37. CONDITION FOR RE-ENTRY

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

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant, in this lease;
- (c) where the Tenant or any guarantor is a corporation:
 - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or

- (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant or guarantor; or
 - (iii) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the tenant or the guarantor; or
 - (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or guarantor; or
 - (v) the commencement of a voluntary winding-up in respect of the Tenant or guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
 - (vi) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or guarantor; or
 - (vii) the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off; or
 - (viii) the Tenant or guarantor otherwise ceasing to exist,
- (d) where the Tenant or any guarantor is an individual:
- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
 - (ii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor.

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

38. LIABILITY

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

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

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

39. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

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

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

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

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

40. NOTICES, CONSENTS AND APPROVALS

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

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

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

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

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

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

- 40.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 40.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

41. GOVERNING LAW AND JURISDICTION

- 41.1 This lease shall be governed by and construed in accordance with the law of England and Wales.
- 41.2 The Landlord and the Tenant (and any guarantor) irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this lease or the legal relationships established by it.

42. EXCLUSION OF SECTIONS 24-28 OF THE 1954 ACT

- 42.1 The parties confirm that:
- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy created by this lease, [not less than 14 days] before [this lease] [DETAILS OF AGREEMENT FOR LEASE] was entered into [a certified copy of which notice is annexed to this lease];
 - (b) [the Tenant] [[NAME OF DECLARANT] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the 1954 Act [a certified copy of which [statutory] declaration is annexed to this lease]; and
 - (c) [there is no agreement for lease to which this lease gives effect.]

42.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this lease.]

43. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

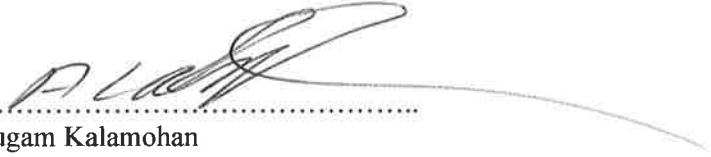
A person who is not a party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

44. LANDLORD AND TENANT (COVENANTS) ACT 1995

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

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

Executed as a Deed by
AK LINCOLN LTD
acting by a director Arumugam Kalamohan
in the presence of



VINCENT LAZAR
SRA Number 421737
Vincent Solicitors
Unit 16, Galaxy Building
1-3 Uxbridge Road
Hayes London UB4 0JN

Signed as a Deed by
NANTHAKUMAR MURUKAN:
In the presence of

Witness Signature:

WITNESS NAME:

Witness Address:



WATFORD
BOROUGH
COUNCIL

LICENSING ACT 2003

Personal Licence to sell alcohol

Licence No: 23/01114/LAPER

Mr Nanthakumar Murukan

48 Kesteven Road

Stamford PE9 1SU



Certificate of Valuation

Acting upon instructions, we have this day **1st May 2026**
made a careful valuation of the stock in trade at and about the following address
for the purpose of a Stock in Trade Transfer

Today's
2 Horse Market
Caister
Market Rasen
LN7 6UP

The total value of Stock in Trade at the above premises on the date shown
represents our opinion of the stock value on an 'ongoing concern' basis and are shown
at cost exclusive of VAT at the current rate. The totals shown below, wherever possible,
may not include unsaleable, out of date, damaged and unless stated all or any
third party goods.

Standard Rate	24,986.69
Exempt/Zero Rate	4,981.35
Book Debts	

TOTAL NET STOCK IN TRADE £ 29,968.04

To : Mr Nanthakumar Murukan

Valuer J Patterson

Heads of Terms for Sale

Property address	Leasehold property known as 2 Horse Market Casitor, Market Rasen, LN7 6UP
Tenure	Leasehold
Seller Name & Address	AK Lincoln Ltd of 80 White Lion Road Amersham HP7 9JS
Buyer Name & Address	Nanthakumar Murukan of 48 Kesteven Road, Stamford, PE9 1SU
Seller's Solicitors	Vincent Solicitors, Unit 16, Galaxy Building, 1-3 Uxbridge Road Hayes London UB4 0JN Tel: 020 8574 0666 Email: info@vincentsolicitors.com
Buyer's Solicitors	Mr Sumith Dabrera LL.B (Hons) Solicitor Email : sumith@courtneysmithsolicitors.com Courtney Smith Solicitors LLP :2 Village Way East, Rayners Lane, Harrow, HA2 7LU Tel: 020 8868 7636 Fax: 020 8866 2112
Sale Price	£75,000 plus stock at valuation
Apportionment of Sale Price	Goodwill - £50,000 Fixtures & Fittings - £25000 Lease - £1 Stock at valuation
Estimate Stock price	£35,000 approximate
Landlord's Solicitors	Sillslegal, 27-31 Northgate, Sleaford, NG34 7BW Email: rblackburn@sillslegal.co.uk
Lease	Lease dated 28/11/2023 made between (1) Pankaj Bajaj, (2) Ak Lincoln Ltd and (3) Arumugam Kalamohan

LINCOLNSHIRE POLICE

NOTICE OF OBJECTION TO THE APPLICATION TO VARY A LICENCE TO SPECIFY INDIVIDUAL AS PREMISES SUPERVISOR SECTION 37(5) OF THE LICENSING ACT 2003

The Chief Officer of Lincolnshire Police, Paul Gibson, having been notified under Section 37(5) of the Licensing Act 2003, of the application to vary the designated premises supervisor (DPS)

The grounds for the objection notice are as follows:

On 24/04/2026 the applicant, Nanthakumar Murukan submitted an application to vary the DPS role into his name.

This premises has been operated by Mr Arumugam Kalamohan since 2023 when he transferred the licence to one of his companies. Mr Kalamohan has also briefly held the position of DPS.

Prior to this application the DPS was Paramasivan Rahulan. Mr Kalamohan was the DPS between 2023 and November 2024 at which point a vary DPS application was received. This variation was submitted shortly after Police and Council Licensing teams attended the premises and located an illegal worker who was working behind the counter. Since Mr Kalamohan has been involved at the premises, Lincolnshire Police have uncovered issues of repeated non-compliance with the conditions on the licence as well as illegal working. Lincolnshire Police submitted an application for the review of the premises licence in July 2025 and at hearing in October 2025 the licensing sub-committee made the decision to revoke the premises licence. Mr Kalamohan lodged an appeal which is still pending and due to be heard at Magistrates Court on 21st May 2026.

Appendix A is attached and details the circumstances which led to the review and includes details of variations that were received following visits by Police and Council Licensing Officers. Historically, each time a concern has been highlighted to Mr Kalamohan an application to vary the DPS has quickly followed. Since September 2023 there have been 4 different DPS's. Those variations to change the DPS could be viewed as a tactic to divert attention away from Mr Kalamohan.

This vary DPS application was submitted just days after a transfer application was received to also place the premises licence in Mr Murukan's name. The application to transfer states that the new applicant has not previously been linked to the premises but Lincolnshire Police have concerns that this is not correct.

This application was submitted by Licensing Agent Mr Ian Rushton who has represented Mr Kalamohan since the initial transfer in July 2023 right through to the review hearing.

On the associated transfer application Mr Rushton quotes that the applicant is in the process of taking over the business and the lease having had no previous involvement with the business. The application states that the previous licence holder will have nothing to do with the day to day running of the business and no responsibility for it. The transfer also highlights that the applicant is aware of the revocation of premises licence in October 2025.

The applicant, Mr Murukan, has provided the home address of 48 Kesteven Road, Stamford which coincidentally is a property next door to 50 Kesteven Road which is another Today's Shop run by Mr Kalamohan. 50 Kesteven Road was also subject to a Police initiated review in 2025 whereby the licence was revoked and an appeal has again been lodged. This matter is also still to be dealt with at Magistrates Court. 48 Kesteven Road is a residential property which, according to land registry checks, belongs to Mr Kalamohan. This suggests that Mr Murukan is a tenant of his.

48 Kesteven Road has also been provided as the home address for a male previously employed as the DPS at another of Mr Kalamohan's shops on Red Lion Square in Stamford.

Lincolnshire Police have made enquiries with Watford Council who issued Mr Murukan's personal licence, they have confirmed that the applicant was previously known as Subramaniam Nanthakumar. Police licensing officers previously met the applicant at the Caistor Shop in September 2024 when an illegal worker was located there. At that time, it was necessary to close the shop as there were no other persons present to look after it. Mr Kalamohan was contacted on the phone to ask what he would like officers to do with the shop and keys, he said he would send another staff member to take over. The male that arrived produced a driving licence as identification, the name on the licence was Subramaniam Nanthakumar with the same date of birth as Mr Murukan. This evidence confirms that the applicant has been connected to Mr Kalamohan for some time, possibly as an employee, and is aware of the illegal worker encountered in 2024.

Appendix B is the statement of PC Casey following the visit to 2 Horsemarket in September 2024. Of note, the final paragraph on page 2 shows the above interaction with the applicant.

Lincolnshire Police have concerns that this variation of DPS is not a clean break with a totally independent person and is further evidence of a pattern of behaviour previously used by Mr Kalamohan to avoid the consequences of enforcement action. Lincolnshire Police are worried that this DPS will not uphold the licensing objective of prevention of crime and disorder and criminality will continue at this premises.

For the above reasons, the Chief Officer of Police is satisfied the exceptional circumstances of the case are such that granting the application would undermine the crime prevention licensing objective. Accordingly, it is respectfully requested that Licensing Authority reject the application as it is necessary for the promotion of this licensing objective.

In relation to this application, the following Guidance issued under Section 182 of the Licensing Act 2003 has been considered –

From Section 2.1, Licensing authorities should look to the police as the main source of advice on crime and disorder.

Section 8.101 (in relation to transfer) In exceptional circumstances where the chief officer of police believes the transfer may undermine the crime prevention objective, the police may object to the transfer. The Home Office (Immigration Enforcement) may object if it considers that granting the transfer would be prejudicial to the prevention of illegal working in licensed premises. Such objections are expected to be rare and arise because the police or the Home Office (Immigration Enforcement) have evidence that the business or individuals seeking to hold the licence, or businesses or individuals linked to such persons, are involved in crime (or disorder) or employing illegal workers.

Section 9.12, Each responsible authority will be an expert in their own field...for example the police have a key role in managing the night-time economy.....However, any responsible authority under the 2003 Act may make representations with regard to any of the licensing objectives if they have evidence to support such representations. Licensing Authorities must therefore consider all relevant representations from responsible authorities carefully, even where the reason for a particular responsible authority's interest or expertise in the promotion of a particular objective may not be immediately apparent.

Section 11.24, (which is in relation to reviews but deemed relevant) A number of reviews may arise in connection with crime that is not directly connected with licensable activities. For example, reviews may arise because of drugs problems at the premises, money laundering by criminal gangs, the sale of contraband or stolen goods, the sale of firearms, or the sexual exploitation of children. Licensing authorities do not have the power to judge the criminality or otherwise of any issue. This is a matter for the courts. The licensing authority's role when determining such a review is not therefore to establish the guilt or innocence of any individual but to ensure the promotion of the crime prevention objective.

Section 11.25 (which is in relation to reviews but deemed relevant) states that in any case, it is for the licensing authority to determine whether the problems associated with the alleged crimes are taking place on the premises and affecting the promotion of the licensing objectives.

Section 11.26 (which is in relation to reviews but deemed relevant) states that it is the role of the Licensing Authority to take steps to promote the licensing objectives in the interests of the wider community and not those of the individual licence holder.

Section 11.27, (which is in relation to reviews but deemed relevant) There is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously. These are the use of licensed premises - for employing a person who is disqualified from that work by reason of their immigration status in the UK.

Section 11.28, (which again is in relation to reviews, but deemed relevant) It is envisaged that licensing authorities, the police, the Home Office (Immigration Enforcement) and other law enforcement agencies, which are responsible authorities, will use the review procedures effectively to deter such activities and crime. Where reviews arise and the licensing authority determines that the crime prevention objective is undermined through the premises being used to further crimes, it is expected that revocation of the licence – even in the first instance – should be seriously considered.

West Lindsey District Council statement of licensing policy (2026 - 2031) has also been considered and the following points are deemed relevant to this application:

1.7 In undertaking its licensing function, the Licensing Authority will have regard to other legislation, including, but not exclusively:-

- Section 17 of the Crime and Disorder Act 1998: requires the Council to take all reasonable steps to reduce crime and disorder within the District.
- Immigration Act 2016

5.1.1 The Licensing Authority will carry out its licensing functions with a view to promoting the prevention of crime and disorder and will seek to ensure that licensees take measures to regulate the behaviour of persons whilst on their premises, or in the immediate vicinity of the premises.

5.1.2 In addition to the requirement for the Licensing Authority to promote this licensing objective, it also has a duty under Section 17 of the Crime and Disorder Act 1998 to exercise its functions with due regard to the likely effect of the exercise of those functions on, and do all it reasonably can to prevent, crime and disorder in the District.

8.7.1 The sale and supply of alcohol, because of its impact on the wider community and on crime and anti-social behaviour, carries with it greater responsibility than that associated with the provision of regulated entertainment and late night refreshment. Because of this the Licensing Authority will normally expect that the DPS for a licensed premise will be able to demonstrate that they are in day to day control of the premises and playing an active role in its operation through a regular personal presence.

8.19.5 The statutory prevention of crime and disorder licensing objective in the Licensing Act 2003 includes the prevention of immigration crime and the prevention of illegal working in licensed premises. The licensing authority will work in partnership with the Home Office (Immigration Enforcement) and Lincolnshire Police with a view to preventing illegal working in premises licensed for the sale of alcohol or late night refreshment.

Crime and Disorder Act 1998 Section 17

Duty to consider crime and disorder implications.

(1) Without prejudice to any other obligation imposed on it, it shall be the duty of each authority to which this section applies to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent,

- (a) *crime and disorder in its area (including anti-social and other behaviour adversely affecting the local environment); and*
 - (b) *the misuse of drugs, alcohol and other substances in its area, and*
 - (c) *re-offending in its area*
- (2) *This section applies to each of the following—*
.a local authority

.....

For and on behalf of Chief Constable P.Gibson

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

PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST

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

I Paul Gibson (Chief Constable of Lincolnshire Police)

(Insert name of applicant)

**apply for the review of a premises licence under section 51 / apply for the review of a club
premises certificate under section 87 of the Licensing Act 2003 for the premises described in
Part 1 below (delete as applicable)**

Part 1 – Premises or club premises details

Postal address of premises or, if none, ordnance survey map reference or description Today's 2 Horsemarket Caistor Market Rasen	
Post town Lincolnshire	Post code (if known) LN7 6UP

Name of premises licence holder or club holding club premises certificate (if known) Grantham Curry Pot Ltd

Number of premises licence or club premises certificate (if known) 32UHB50224

Part 2 - Applicant details

I am

Please tick ✓ yes

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

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



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

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

Please tick ✓ yes

Mr

Mrs

Miss

Ms

Other title
(for example, Rev)

Surname

First names

Please tick ✓ yes

I am 18 years old or over

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

Post town

Post Code

Daytime contact telephone number

**E-mail address
(optional)**

(B) DETAILS OF OTHER APPLICANT

Name and address

Telephone number (if any)

E-mail address (optional)

(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT

Lincolnshire Police
Alcohol Licensing
Police Headquarters
Deepdale Lane,
Nettleham,
Lincolnshire
LN2 2LT

Telephone number (if any)
101 - Lincolnshire

E-mail address (optional)
Countylicensinggroup@lincs.police.uk

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

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

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

This review application relates to a premises which operates as a general convenience store offering food and drink to the local community, it has been granted a Premises Licence 32UHB50224 by West Lindsey District Council authorising the sale of alcohol for consumption off the premises. The sale of alcohol is authorised between 06:00 and midnight 7 days a week.

The current premises licence holder is Grantham Curry Pot Ltd and designated premises supervisor is Rajith Subramaniam. The sole director of Grantham Curry Pot Ltd is Arumugam Kalamohan.

Lincolnshire Police have obtained evidence which indicates that the management of these premises has been operating it in such a manner that amounts to criminal activity and thus undermines the licencing objective of the prevention of crime and disorder. There is also clear evidence of non-compliance with the conditions set out on the premises licence.

Revised Guidance issued under Section 182 of the Licensing Act 2003

Section 2.1 Licensing authorities should look to the Police as the main source of advice on crime and disorder.

Section 11.23 states where the premises are found to be trading irresponsibly, the licensing authority should not hesitate, where appropriate to do so, to take tough action to tackle the problems at the premises and, where other measures are deemed insufficient, to revoke the licence.

Section 11.24 states that reviews do not have to be directly linked or connected with the licensable activities at any premises.

Section 11.25 states that in any case, it is for the licensing authority to determine whether the problems associated with the alleged crimes are taking place on the premises and affecting the promotion of the licensing objectives.

Section 11.26 states that where the licensing authority is conducting a review on the grounds that the premises have been used for criminal purposes, it is solely to determine what steps should be taken in connection with the premises licence, for the promotion of the crime prevention objective. The licensing authority's duty is to take steps with a view to the promotion of the licensing objectives and the prevention of illegal working in the interests of the wider community and not those of the individual licence holder.

Section 11.27 states that there is certain criminal activity that may arise in connection with licensed premises which should be treated particularly seriously. These are the use of licensed premises;

- for employing a person who is disqualified from that work by reason of their immigration status in the UK.

Section 11.28 states that it is envisaged that licensing authorities, the police, the Home Office (Immigration Enforcement) and other law enforcement agencies, which are responsible authorities, will use the review procedures effectively to deter such activities and crime. Where reviews arise and the licensing authority determines that the crime prevention objective is undermined through the premises being used to

further crimes, it is expected that revocation of the licence – even in the first instance – should be seriously considered.

West Lindsey District Council's statement of Licencing policy (December 2020) has also been considered and the following points are deemed relevant:

1.7 In undertaking its licensing function, the Licensing Authority will have regard to other legislation, including, but not exclusively:

- Section 17 of the Crime and Disorder Act 1998: requires the Council to take all reasonable steps to reduce crime and disorder within the district.
- Immigration Act 2016

5.1.1 The Licensing Authority will carry out its licensing functions with a view to promoting the prevention of crime and disorder and will seek to ensure that licensees take measures to regulate the behaviour of persons whilst on their premises, or in the immediate vicinity of the premises.

5.1.2 In addition to the requirement for the Licensing Authority to promote this licensing objective, it also has a duty under Section 17 of the Crime and Disorder Act 1998 to Page 15 of 40 exercise its functions with due regard to the likely effect of the exercise of those functions on, and do all it reasonably can to prevent, crime and disorder in the District.

5.1.5 CCTV remains one of the most effective measures for reducing crime and disorder. The Licensing Authority expects premises that retail alcohol for consumption on or off the premises will have an effective CCTV system installed that operates in compliance with the requirements of Lincolnshire Police.

5.3.5 The following examples of control measures are given to assist applicants who may need to take account of them in their operating schedule, having regard to their particular type of premises and/or activities:

- Appropriate instruction, training and supervision of those employed or engaged to prevent incidents of public nuisance e.g. to ensure customers leave quietly,
- Provision of CCTV

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

8.19.5 The statutory prevention of crime and disorder licensing objective in the Licensing Act 2003 includes the prevention of immigration crime and the prevention of illegal working in licensed premises. The licensing authority will work in partnership with the Home Office (Immigration Enforcement) and Lincolnshire Police with a view to preventing illegal working in premises licensed for the sale of alcohol or late night refreshment.

8.19.6 The licensing authority will have regard to any guidance issued by the Home Office in relation to the immigration related provisions now contained in the Licensing Act 2003.

Crime and Disorder Act 1998 Section 17

Duty to consider crime and disorder implications.

(1) *Without prejudice to any other obligation imposed on it, it shall be the duty of each authority to which this section applies to exercise its various functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent,*

(a) *crime and disorder in its area (including anti-social and other behaviour adversely affecting*

the local environment); and

(b) *the misuse of drugs, alcohol and other substances in its area, and*

(c) *re-offending in its area*

(2) *This section applies to each of the following—*

.a local authority;

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

The premises licence for Today's in Caistor has been under the control of Mr Kalamohan since September 2023 when the licence was transferred to AK Lincoln Ltd - a company of which Mr Kalamohan is the sole director. At the same time a vary DPS application was received naming Mr Kalamohan as the new designated premises supervisor.

In November 2023 a variation application was received to make amendments to the licensable hours and also to update and modernise the conditions held within the premises licence. The update to the licence conditions was instigated by Mr Kalamohan's agent and was welcome as there had previously been no annex 2 conditions at all. The conditions offered seemed appropriate for the operating style of the business and were clear and easy to understand.

In April 2024 the premises licence was transferred into a different company name – Grantham Curry Pot Ltd. Mr Kalamohan is also the sole director of this company.

On 27th September 2024 Police and council licensing teams carried out a joint visit to check compliance with the premises licence. There was a male working in the shop who identified himself to officers and was eventually found to have no status in the UK and thus no right to work. Police were directed by Home Office Immigration to arrest this individual. Officers also checked compliance with the premises licence and found some cause for concern. The CCTV appeared to be recording but did not retain for the required period only saving footage for 23 days as opposed to 28 as per the premises licence. There was a comprehensive training folder in relation to age restricted sales but unfortunately this hadn't been signed by staff including the male working at the time of the visit.

Following this visit PC Casey emailed Mr Kalamohan to outline the concerns found but no reply was forthcoming. PC Casey reported the matter of the illegal worker to Immigration and the evidence was sent to the civil penalty team for their consideration.

(See appendix A – Statement of PC Casey and appendix B – Pocket Notebook Entry of PC Casey dated 27.09.24).

A further vary DPS application was received on 4th November 2024 and sought to change the DPS from Mr Kalamohan to Mr Rajith Subramaniam.

On 7th November 2024 Police reattended with Immigration Officers. On this occasion the new DPS, Mr Subramaniam, was present. Mr Subramaniam was not able to operate the CCTV as he said he could not locate the mouse. The staff training manual was still unsigned and the DPS authority to sell alcohol was out of date and did not have names of current employees or the DPS.

(See appendix C – Pocket Notebook Entry of PC Casey dated 07.11.24)

On 17th June 2025 the Police Licensing Officer attended Today's again, this time with the Community Beat Manager – PC Turner. Upon entering Police encountered the same male that had been working illegally at the premises on 27th September 2024. On recognising the Officer's, the male fled the shop but was later detained after being found hiding behind a parked vehicle on a nearby driveway. Checks with immigration determined that this male was not liable to be detained any further but did confirm that he still had no permission to work in the UK. Police spoke at length with the male via a telephone interpreting service. During the conversation the male admitted that he had returned to the premises and had been working there for 2 weeks over 2-3 days each week. He disclosed that he was paid £6.00 per hour in cash which is considerably less than the national minimum wage of £12.21 per hour for over 21's

PC Casey had a brief telephone conversation with Mr Kalamohan and explained that CCTV would be requested via email as the staff on site were unable to operate the system. After this visit PC Casey requested footage from the premises by emailing Mr Kalamohan and Mr Subramaniam (DPS). Footage was requested for one hour across all cameras at the time of the visit. Footage was provided in the coming days, but it only displayed 8 cameras', one of which was not working so appeared blacked out. Of the footage provided there were no cameras covering the rear section of the shop and nothing to show what the illegal worker was doing prior to Police arrival. The illegal worker had been in the rear section of the shop upon PC Casey's arrival. During a phone call to Mr Kalmohan PC Casey asked if there were cameras covering the rear of the shop to which he said there weren't, he also clarified that the eighth blank camera was currently not working but only covered the outside of the shop. PC Casey re-attended the shop on 10th July and was shown the CCTV by a staff member on the premises. PC Casey noted that there was a total of 16 cameras across the shop and that the rear of the premises was very well covered. On checking the retention period of the footage, it was identified that there was no footage prior to 4th July meaning that it was only keeping footage for 7 days and not the 28 required on the premises licence.

(See appendix D Statement of PC Casey dated 15.07.25, appendix E Illegal working interview notes, appendix F Pocket Notebook Entry of PC Casey dated 17.06.25 and appendix G Pocket Notebook Entry of PC Casey dated 10.07.25)

During the above period PC Casey has exchanged several emails with Mr Kalamohan and/or the DPS. The DPS has never responded to emails but the chain can be seen in Appendix H. Mr Kalamohan has responded but has never acknowledged the non-compliance or discovery of illegal workers. ***(See appendix H email chain between 01.10.24 and 10.07.25).***

It is an offence to employ an illegal worker under section 21 of the Immigration, Asylum and Nationality Act 2006, as amended by section 35 of the Immigration Act 2016, if the employer knows or has reasonable cause to believe that they

are employing an illegal worker. The employer by law must carry out various checks to ensure that their staff are legally allowed to work.

Where an employer pays wages to illegal workers off record with no tax or national insurance deductions which are then deliberately omitted from an employers End of Tax Year P35 returns to HMRC, the employer may be dealt with by means of the Fraud Act 2006. Similarly, HMRC may take action as a civil proceedings case and raise a tax debt against the business.

Illegal workers are more than likely poorly paid for the hours they are required to work and are not subject to the benefit of a minimum wage or restricted hours as prescribed in law. Nor are they afforded the benefit of the protections offered by UK employment legislation and are therefore often exploited.

Lincolnshire has led the way with how illegal working within licenced premises and its impact on how the crime prevention objective should be viewed. The stated case of East Lindsey District Council v Abu Hanif in 2016 involved an illegal worker in a licenced premises in Lincolnshire in April 2014, where a civil penalty was later issued by immigration. The premises licence was reviewed and revoked, an appeal followed which was successful, based on the argument that a civil penalty was not a prosecution and so did not concern the crime prevention objective. East Lindsey District Council then appealed that decision by way of a case stated, arguing that it was not necessary for a crime to have been reported, prosecuted, or established in a court of law in order for the crime prevention objective to be engaged. That the licensing objectives were prospective and were concerned with the avoidance of harm in the future. Mr Justice Jay upheld the councils appeal, citing defrauding the revenue and exploitation of vulnerable individuals by not paying minimum wage as evidence of the commission of criminal offences, and the fact that the employee could not provide the required paperwork as clear inference that Mr Hanif well knew that he was employing an illegal worker.

Lincolnshire Police have two main concerns with this premises the first being the illegal working and the second the consistent non-compliance.

The non-compliance is disappointing especially since Mr Kalamohan himself suggested the very conditions that he is now breaching. Breach of those conditions is an offence under s.136 Licensing Act 2003.

Whilst the DPS is previously not known to have raised concerns for us in Lincolnshire, Mr Kalamohan has been subject to other licence review hearings in the County. Those reviews have been instigated for the same reasons as this one, illegal working and non-compliance – it appears as though lessons are not being learnt.

In 2018 Lincolnshire Police requested a review of the premises licence at Today's Express, 20 Market Place, Grantham after the discovery of an illegal worker at the shop and non-compliance with the conditions on the premises

licence. South Kesteven District Council's licensing committee made the decision to revoke this licence. Home Office Immigration also served a £10,000 penalty in relation to this matter.

In 2020 Lincolnshire Police submitted a review in relation to Today's Extra 50 Kesteven Road, Stamford again due to the discovery of an illegal worker and s.136 Licensing Act 2003 offences. The licensing committee, on this occasion, opted to implement additional conditions on the premises licence.

At the time of both the reviews the premises licence holder was either Mr Kalamohan himself or a company of which he was the director. Since these reviews there have also been concerns about illegal working and non-compliance at Today's Red Lion Square, Stamford and Today's Kesteven Road, Stamford. Both premises are also under the control of Mr Kalamohan/Mohan Retail Ltd.

Lincolnshire Police feel that the above information demonstrates that either Mr Kalamohan still does not understand the Licensing Act 2003, the licensing objectives and associated legislation *or* Mr Kalamohan has a total disregard for these matters. Either way, Lincolnshire Police deem the management of the premises to be unacceptable and feel that there have been sufficient and appropriate warnings/advice given to Mr Kalamohan. Lincolnshire Police cannot identify any other conditions that could be imposed to prevent the highlighted issues from recurring.

Lincolnshire Police respectfully request that the licensing sub-committee consider revocation of the premises licence.

Please tick ✓ yes

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

N.A

If yes please state the date of that application

Day	Month	Year

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

There have not been previous representations in relation to this premises however, Mr Kalamohan is no stranger to the review processes as described above.

Please tick ✓

yes

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

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

Part 3 – Signatures (please read guidance note 4)

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

Signature *RLW*
.....

Date 22.07.25
.....

Capacity for and on behalf of Chief Constable of Lincolnshire Police
.....

Contact name (where not previously given) and postal address for correspondence associated with this application (please read guidance note 6)	
Post town	Post Code
Telephone number (if any)	
If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)	

Notes for Guidance

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

WITNESS STATEMENT

Criminal Procedure Rules, r. 16.2; Criminal Justice Act 1967, s.9

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Statement of: **Rebeka Casey**

Age if under 18: **018** (if over 18 insert 'over 18')

Occupation: **Police Constable 1299**

This statement (consisting of 4 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it, anything which I know to be false, or do not believe to be true.

Signature: *Rebeka Casey*

Date **07/10/24**

Tick if witness evidence is visually recorded (supply witness details on rear)

I am the above named person employed as a Police Constable within Lincolnshire Police, I currently work in the Alcohol Licensing Team and predominantly cover the Lincoln and West Lindsey District areas.

On Friday 27th September 2024 I was on duty and in company with Sgt Adams and Tracy Gavins from West Lindsey District Council's licensing team. At approximately 11:00 hours we attended Today's Convenience Store, 2 Horsemarket, Caistor to carry out a routine compliance check. This was the first time that the premises had been visited by licensing officers since the licence was transferred in September 2023. At the time of the visit the premises licence holder (PLH) was Grantham Curry Pot Ltd company number 14192497 with the sole director being Arumugam Kalamohan. The designated premises supervisor (DPS) was also Arumugam Kalamohan.

Upon entering the store, I engaged with the staff member who was behind the counter. It was quickly established that there were no other staff present. The male behind the counter was wearing a black polo shirt bearing the "Today's" logo on the top left side and had the words "Challenge 25" on the right side. I asked if the gentleman had any identification to which he said he did not, he did not appear to have any belongings or possessions other than a mobile phone. I had concerns about this gentleman

Signature:	Error! Reference source not found. <i>Rebeka Casey</i>	Signature witnessed by:	
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URN				
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Statement of: _____

and suspected that he may not have had the right to work because he was unable to provide ID or confirm his home address. In order to ascertain the males ID I placed him on the fingerprint scanner and was able to confirm his details as [REDACTED] [REDACTED] [REDACTED] [REDACTED] born Sri Lanka. I then made a call to the Home Office National Command and Control Unit (NCCU) who were able to provide further details in relation to Mr [REDACTED] Mr [REDACTED] initially had an asylum claim but this was rejected, he had not been in contact with immigration services since November 2023. Based on this information I was advised that Mr [REDACTED] needed to be arrested under s.17 Immigration Act 1971. Subsequently the male was arrested and transported to Lincoln Custody.

Whilst I had been making enquiries with NCCU the shop remained open and several customers came in to purchase goods, being served by Mr [REDACTED] every time. He seemed proficient at using the till and knew his way around the premises and its stock well.

During the visit we checked compliance with the premises licence and found some minor breaches. The CCTV did not retain for the required period only recording back for 23 days instead of 28. There was a comprehensive folder containing various training documents and authorities but unfortunately, much of the paperwork was unsigned suggesting that staff had not received the training. I could not see any evidence that Mr Johnson had received any training, yet he was in sole charge of the premises on the day and had the keys to the shop.

I spoke to Mr Kalamohan on the telephone to ask about what he would like us to do to secure the shop. He asked us to lock the door and put the keys through the letterbox but there was no letterbox. I made another call to Mr Kalamohan who said that he was sending another staff member to take over. A short while later another gentleman arrived and provided ID – Subramaniam Nanthakumar 09/10/1975). The keys were given to him after checking again with Mr Kalamohan on the telephone.

Signature:	Error! Reference source not found. <i>[Handwritten Signature]</i>	Signature witnessed by:	
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