

On behalf of: London Trocadero (2015) LLP
Application for Review
Name: Cosmina Stan
Exhibit: CS1
Date: 18 September 2019

IN THE MATTER OF
OPIUM, 21 RUPERT STREET, LONDON W1D 7PJ
AND THE LICENSING ACT 2003

EXHIBIT CS1

This is Exhibit CS1 referred to in the Witness Statement of Cosmina Stan dated 18 September 2019.

Thomas & Thomas

Partners LLP

Your ref:
Our ref: AT

38a Monmouth Street
London WC2H 9EP
tel: 020 7042 0410
fax: 020 7379 6618

Licensing Service
City of Westminster
64 Victoria Street
London
SW1E 6QP

11 September 2019

Dear Sirs

Our client: London Trocadero 185 Ltd
Opium, 9 Rupert Street, W1
Reference: 19/10730/LIREVX

We refer further to our letter of 3 September.

Our client, as Landlord, has received a redacted copy of the application.

They **make a representation in respect of the crime and disorder licensing objective** and our client will further consider the terms and nature of that representation when we receive further information.

Yours faithfully

Thomas & Thomas Partners LLP
tel: 020 7042 0412
email: athomas@tandtp.com

Your ref:
Our ref: AT

38a Monmouth Street
London WC2H 9EP
tel: 020 7042 0410
fax: 020 7379 6618

Licensing Service
City of Westminster
64 Victoria Street
London
SW1E 6QP

12 September 2019

Dear Sirs

Our client: London Trocadero (2015) LLP ("The Landlord")
Opium, 21 Rupert Street, W1 ("The Premises")
19/10730/LIREVX - Review
19/09071/LIPN - Shadow Licence (Together "The Applications")

We refer further to our letter of 11 September making a representation in relation to the Review of the existing premises licence.

1. The Landlord acquired the Freehold reversion of the Premises in 2005 as part of its purchase of The Trocadero.
2. At that time, the Premises were trading as Rex Bar. In 2011, a new lease was entered into between London Trocadero Limited (now **London Trocadero (2015) LLP**) and KPIP UK Ltd, trading as District.
3. Since 2018, the premises has been assigned to Opium London Limited, the current Tenant, trading as Opium.
4. The Landlord had carried out various checks on the new Tenant when their Lease was assigned and has met and been in regular contact with the Tenant since. As part of that process, the Landlord has:
 - a) Specified various covenants under the lease as regards the Premises Licence;
 - b) Regularly visited and inspected the Premises;
 - c) Has 24 hour security; and
 - d) Applied for a Shadow Licence in order to exert even more control over the Tenant.

5. The Landlord was unaware that the Premises would be open over the Bank Holiday Weekend. At around 0300, their own security found the victim with a stab wound outside the building. They did not hear or see any gunfire.
6. Since the incident (and the suspension of the Premises Licence), the Landlord has met with the Tenant and understands that:
 - a) The Designated Premises Supervisor, Mr Mullholland, who left the Premises in June has been re-hired;
 - b) Contracts for all managers on duty at the time of the incident have been terminated;
 - c) Security arrangements have been revised, with the security firm's contract who were operating at the time of the incident terminated;
 - d) The style of operation will change; and
 - e) All those changes will be actively overseen by the Landlord.
7. The Landlord believes that:
 - a) They should be granted a Shadow Licence in order to exert control over the Tenant; and/or
 - b) The existing licence, subject to appropriate changes in the operation should not be revoked.

Yours faithfully



Thomas & Thomas Partners LLP

tel: 020 7042 0412

email: athomas@tandtp.com



City of Westminster
64 Victoria Street, London, SW1E 6QP

Premises licence

Regulation 33, 34

Premises licence number:

14/11478/LIDPSR

Original Reference:

05/06828/LIPCV

Part 1 – Premises details

Postal address of premises:

The Penthouse London
Sixth Floor To Eighth Floor
1-4 Leicester Square
London
WC2H 7NA

Telephone Number: Not Supplied

Where the licence is time limited, the dates:

Not applicable

Licensable activities authorised by the licence:

Performance of Dance
Performance of Live Music
Playing of Recorded Music
Anything of a similar description to Live Music, Recorded Music or Performance of Dance
Late Night Refreshment
Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit
Sale by Retail of Alcohol

The times the licence authorises the carrying out of licensable activities:

Performance of Dance

Monday to Saturday: 09:00 to 03:00 (Floors 6, 7 and 8)
Sunday: 09:00 to 00:30 (Floors 6, 7 and 8)

Performance of Live Music

Monday to Saturday: 09:00 to 03:00 (Floors 6, 7 and 8)
Sunday: 09:00 to 00:30 (Floors 6, 7 and 8)

Playing of Recorded Music

Unrestricted

Anything of a similar description to Live Music, Recorded Music or Performance of Dance

Monday to Saturday: 09:00 to 03:00 (Floors 6, 7 and 8)
Sunday: 09:00 to 00:30 (Floors 6, 7 and 8)

Late Night Refreshment

Monday to Saturday: 23:00 to 03:30 (Floors 6, 7 and 8)
Sunday: 23:00 to 01:00 (Floors 6, 7 and 8)

Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit Unrestricted

Sale by Retail of Alcohol

Monday to Saturday: 10:00 to 03:00 (Floors 6, 7 and 8)
Sunday: 12:00 to 00:30 (Floors 6, 7 and 8)

For times authorised for Christmas, New Year and Good Friday see conditions at Annex 1
12:00 to 00:30 (Floors 6, 7 and 8)

The opening hours of the premises:

Monday to Saturday: 09:00 to 03:30
Sunday: 09:00 to 01:00

Where the licence authorises supplies of alcohol, whether these are on and/or off supplies:

Alcohol is supplied for consumption both on and off the Premises.

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of premises licence:

Interguide Limited
New Bury Farm Mill Road
Slapton
Leighton Buzzard
Bedfordshire
LU7 9BT
Business Phone Number : Not Supplied

Registered number of holder, for example company number, charity number (where applicable)

04808018

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

Name: Not assigned

Please note: It is the policy of the Licensing Authority not to display the address details of a designated premises supervisor.

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 Number: N/A

Licensing Authority: N/A

Date: 17th February 2015

Signed: pp
Operational Director - Premises Management

Annex 1 – Mandatory conditions

1. No supply of alcohol may be made at a time when there is no designated premises supervisor in respect of this licence.
2. No supply of alcohol may be made at a time when the designated premises supervisor does not hold a personal licence or the personal licence is suspended.
3. Every supply of alcohol under this licence must be made or authorised by a person who holds a personal licence.
4.
 - (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.
 - (2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises—
 - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to;
 - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
 - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
 - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
 - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;
 - (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
 - (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).
5. The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
6.
 - (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
 - (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

- (3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either—
 - (a) a holographic mark, or
 - (b) an ultraviolet feature.

7. The responsible person must ensure that—

- (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures—
 - (i) beer or cider: ½ pint;
 - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
 - (iii) still wine in a glass: 125 ml;
- (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
- (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

A responsible person in relation to a licensed premises means the holder of the premise licence in respect of the premises, the designated premises supervisor (if any) or any individual aged 18 or over who is authorised by either the licence holder or designated premises supervisor. For premises with a club premises certificate, any member or officer of the club present on the premises in a capacity that which enables him to prevent the supply of alcohol.

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

8(ii) For the purposes of the condition set out in paragraph 8(i) above -

- (a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
- (b) "permitted price" is the price found by applying the formula -

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

Where -

- (i) P is the permitted price,
 - (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
 - (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -
- (i) the holder of the premises licence,

- (ii) the designated premises supervisor (if any) in respect of such a licence, or
 - (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- (d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
- (e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.
- 8(iii). Where the permitted price given by Paragraph 8(ii)(b) above would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.
- 8(iv). (1) Sub-paragraph 8(iv)(2) below applies where the permitted price given by Paragraph 8(ii)(b) above on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.
- (2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.
9. All persons guarding premises against unauthorised access or occupation or against outbreaks of disorder or against damage (door supervisors) must be licensed by the Security Industry Authority.

Conditions reproducing the effect of conditions subject to which the relevant existing licences have effect

Conditions relating to regulated entertainment

- 10. This licence is subject to all the former Rules of Management for Places of Public Entertainment licensed by Westminster City Council, in force from 4 September 1998 and incorporating amendments agreed by the Council on 25 October 1999, 30 June 2000, 16 January 2001 and 1 October 2001.
- 11. On New Year's Eve the premises can remain open for the purpose of providing regulated entertainment from the time when the provision of regulated entertainment must otherwise cease on New Year's Eve to the time when regulated entertainment can commence on New Year's Day (or until midnight on New Year's Eve where no regulated entertainment takes place on New Year's Day).
- 12. Admittance to the 8th floor after 01.30am on each of the days following Monday to Saturday shall be restricted to persons leaving the 6th and 7th floors.
- 13. Adequate door supervisor is to be provided at all times, including monitoring the behaviour of persons leaving the premises.
- 14. The management shall use their best endeavours to ensure that patrons leave the premises quietly.
- 15. No recorded or live music shall be played or amplified outside the premises.
- 16. Windows in any room in which music is audible in the premises shall be kept shut.
- 17. Floor 7 will only be used for restaurant purposes with an ancillary bar facility.

18. A sound limiting device shall be located in a separate and remote lockable cabinet from the volume control must be fitted to the musical amplification system set at a level determined by and to the satisfaction of an authorised officer of the Environmental Health Service's Protection Department so as to ensure that no noise nuisance is caused to local residents. The operational panel of the noise limiter shall then be secured to the satisfaction of officers from the Environmental Health Service. The keys securing the noise limiter cabinet shall be held by the applicant only, and shall not be accessed by any other person. The limiter shall not be altered without prior agreement with the Environmental Health Service.
19. No alteration or modification to any existing sound system(s) should be effected without prior knowledge or an authorised Officer of the Environmental Health Services.
20. Any additional sound generating equipment shall not be used on the premises without being routed through the sound limiter device.
21. That a comprehensive CCTV system be installed to the satisfaction of the Metropolitan Police Crime Prevention Officer and Environmental Health Service. All cameras shall continually record whilst the premises are open to the public which enable frontal identification of every person entering in any light condition. The video recording (i) shall be kept available for a minimum of 31 days with time and date stamping. (ii) tape recordings shall be made available to an authorised officer or a police officer together with facilities for viewing. (iii) the recordings for a preceding two days shall be made available immediately or request. Recordings outside this period shall be made available on 24 hours notice.

Conditions for Sale of Alcohol

22. Substantial food and non-intoxicating beverages (including drinking water) shall be available during the whole of the permitted hours in all parts of the premises where intoxicants are provided.
23. No striptease, no nudity and all persons to be decently attired at all times.
24. No commission shall be paid by or on behalf of the Licensee to a taxi, mini cab driver or the like for transporting customers to the premises.
25. To comply with the reasonable requirements of the EHO, LFEPA and the Metropolitan Police Crime Prevention Officer.
26. The Licensees shall take reasonable steps to actively discourage patrons within in the immediate vicinity of the premises from using unlicensed mini-cabs when leaving the premises.
27. The maximum numbers including staff shall not exceed the numbers specified from time to time by the LFEPA.
28. Before employing any outside promoters the Licensee, or someone on his behalf, will consult with the Metropolitan Police Service and the details of any outside promoters shall be provided to Police at least 24 hours before the event is scheduled.

Conditions which reproduce the effect of any restriction imposed on the use of the premises by specified enactments

Conditions related to the Sale of Alcohol

29. If any entertainment is provided for children or if an entertainment is provided at which the majority of persons attending are children, then, if the number of children

attending the entertainment exceeds 100, it shall be the duty of the holder of the premises licence (or the holder of the club premises certificate):

- (a) to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate,
- (b) to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and
- (c) to take all other reasonable precautions for the safety of the children.

30. The terminal hour for late night refreshment on New Year's Eve is extended to 05:00 on New Year's Day.

Annex 2 – Conditions consistent with the operating Schedule

31. The premises shall install and maintain a CCTV system as per the minimum requirements of a Metropolitan Police Crime Prevention Officer. All entry and exit points will be covered enabling frontal identification of every person entering in any light condition. The CCTV system shall continually record whilst the premises is open for licensable activities and during all times when customers remain on the premises. All recordings shall be stored for a minimum period of 31 days with date and time stamping. Recordings shall be made available immediately upon the request of Police or authorised officer throughout the preceding 31 day period.
32. A staff member from the premises who is conversant with the operation of the CCTV system shall be on the premises at all times when the premises are open to the public. This staff member shall be able to show Police recent data or footage with the absolute minimum of delay when requested.
33. All SIA door supervisors engaged outside the entrance to the premises, or supervising or controlling queues, shall wear high visibility armbands illustrating SIA badge and number.
34. An incident log shall be kept at the premises, and made available on request to an authorised officer of the City Council or the Police, which will record the following:
 - (a) all crimes reported to the venue.
 - (b) any complaints received.
 - (c) any incidents of disorder.
 - (d) any faults in the CCTV system.
 - (e) any refusal of the sale of alcohol.
 - (f) any visit by a relevant authority or emergency service.
35. All drinking vessels used in the venue shall be polycarbonate. All drinks in glass bottles are to be decanted into polycarbonate containers or polycarbonate carafes prior to being served, with the exception of champagne or bottles of spirits with a minimum size of 70 cl supplied by waiter/waitress service at tables. Staff shall clear all empty champagne and spirit bottles promptly from the tables. Customers shall not be permitted to leave their table carrying any such glass bottles or drinks directly from the bottle.
36. Notwithstanding condition 35 above, with the written agreement of the Westminster Licensing Police, a copy of which will be held at the premises reception, glass drinking vessels may be used for private or pre-booked events within the premises.

Annex 3 – Conditions attached after a hearing by the licensing authority

Conditions relating to regulated entertainment

37. On Sundays to Wednesdays members of the public will be allowed entry to the premises without charge but on Thursday to Saturdays inclusively a minimum admission fee of £10 will apply.
38. After 23:00 intoxicating liquor will only be sold or supplied to the following:
- (a) A person attending a private booked function;
 - (b) A person taking a table meal;
 - (c) Artistes or persons employed on the premises;
 - (d) Guests of the proprietor, a list of whom shall be kept at reception for inspection by the appropriate authorities upon reasonable request;
 - (e) Members and their guests of the proprietary club operated by the owner. A copy of the club rules shall be deposited with the Licensing Authority and Police. Other than founder members, the annual membership fee shall not be less than £250;
 - (f) On Sundays to Wednesdays inclusively, members of the public will be allowed entry to the premises without charge but Thursdays to Saturdays inclusively, a minimum admission fee of £10 will apply.'
39. When the premises are open, from 10pm, a minimum of one door supervisor will be on duty but in any event the ratio of one member of door staff to 100 customers will apply to the premises with a minimum of 13 door staff on duty when all three floors are trading to maximum capacity other than when there is a private function at the premises when the Designated Premises Supervisor will conduct a risk assessment as to the appropriate number of door staff for each function. Such risk assessment will be available to the Police on request.
40. On the 7th floor, prior to 11pm, there shall be a minimum 120 covers and during this time table service shall be provided and menus for the premises shall be displayed.
41. (i) Minimum seating which will now be provided one each floors is as follows:
- 6th floor – 110
 - 7th floor – 120 (as existing condition 20 stipulates)
 - 8th floor – 80 (as existing condition 20 stipulates)
- (ii) The maximum number of persons allowed in the premises shall not exceed 770, and on each floor:
- 6th floor – 350
 - 7th floor – 250
 - 8th floor – 170

Conditions related to the Sale of Alcohol

42. Floors 6, 7 & 8:
- (a) Subject to the following paragraphs, the permitted hours on weekdays shall commence at 10.00 and extend until 03.00 on the morning following, except that
 - (b) in relation to the morning on which summer time begins, paragraph (a) of this condition shall have effect –
 - (i) with the substitution of references to 04.00 for references to 03.00.
 - (c) The sale of alcohol must be ancillary to the use of the premises for music and dancing and substantial refreshment.

- (d) The permitted hours on New Year's Eve will extend to the start of permitted hours on the following day, or if there are no permitted hours on 1 January, to 00.00 on New Year's Eve.

43. Waiter/waitress service of food and drink will be available

44. There shall be a personal licence holder on duty on the premises at all times when the premises are authorised to sell alcohol.
45. No person on behalf of the premises or on behalf of a person carrying or attempting to carry on a licensable activity shall cause, permit, employ or allow, directly or indirectly, whether on payment of otherwise, any person(s) to importune or tout members of the public on any public highway within the specified area outlined below for the purpose of bringing customers to the premises. The distribution of leaflets or similar promotional materials is also prohibited within the specified area.

For the purpose of this section,

'Directly' means: - employ, have control of or instruct

'Indirectly' means allowing/permitting the service of or through, a third party.

'Specified' Area means the West End Stress Area as defined in the Westminster Licensing Policy.

46. No persons under fourteen shall be in the bar of the licensed premises during the permitted hours unless one of the following applies:
- a). He is the child of the holder of the premises licence.
 - b). He resides in the premises, but is not employed there.
 - c). He is in the bar solely for the purposes of passing to or from some part of the premises which is not a bar and to or from which there is not other convenient means of access or egress.
 - d). The bar is in railway refreshment rooms or other premises constructed, fitted and intended to be used bona fide for any purposes to which the holding of the licence is ancillary.

In this condition "bar" includes any place exclusively or mainly used for the consumption of intoxicating liquor. But an area is not a bar when it is usual for it to be, and it is set apart for the service of table meals and alcohol is only sold or supplied to persons as an ancillary to their table meals.

Annex 4 – Plans

Attached



Schedule 12
Part B

WARD: St James's
UPRN: 010033557708

City of Westminster
64 Victoria Street, London, SW1E 6QP

**Premises licence
summary**

Regulation 33, 34

Premises licence number:

14/11478/LIDPSR

Part 1 – Premises details

Postal address of premises:

The Penthouse London
Sixth Floor To Eighth Floor
1-4 Leicester Square
London
WC2H 7NA

Telephone Number: Not Supplied

Where the licence is time limited, the dates:

Not applicable

Licensable activities authorised by the licence:

Performance of Dance
Performance of Live Music
Playing of Recorded Music
Anything of a similar description to Live Music, Recorded Music or Performance of Dance
Late Night Refreshment
Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit
Sale by Retail of Alcohol

The times the licence authorises the carrying out of licensable activities:

Performance of Dance

Monday to Saturday: 09:00 to 03:00 (Floors 6, 7 and 8)
Sunday: 09:00 to 00:30 (Floors 6, 7 and 8)

Performance of Live Music

Monday to Saturday: 09:00 to 03:00 (Floors 6, 7 and 8)
Sunday: 09:00 to 00:30 (Floors 6, 7 and 8)

Playing of Recorded Music

Unrestricted

Anything of a similar description to Live Music, Recorded Music or Performance of Dance

Monday to Saturday: 09:00 to 03:00 (Floors 6, 7 and 8)
Sunday: 09:00 to 00:30 (Floors 6, 7 and 8)

Late Night Refreshment

Monday to Saturday: 23:00 to 03:30 (Floors 6, 7 and 8)
Sunday: 23:00 to 01:00 (Floors 6, 7 and 8)

Private Entertainment consisting of dancing, music or other entertainment of a like kind for consideration and with a view to profit Unrestricted

Sale by Retail of Alcohol

Monday to Saturday: 10:00 to 03:00 (Floors 6, 7 and 8)
Sunday: 12:00 to 00:30 (Floors 6, 7 and 8)

For times authorised for Christmas, New Year and Good Friday see conditions at Annex 1
12:00 to 00:30 (Floors 6, 7 and 8)

The opening hours of the premises:

Monday to Saturday: 09:00 to 03:30
Sunday: 09:00 to 01:00

Where the licence authorises supplies of alcohol, whether these are on and/or off supplies:

Alcohol is supplied for consumption both on and off the Premises.

Name and (registered) address of holder of premises licence:

Interguide Limited
New Bury Farm Mill Road
Slapton
Leighton Buzzard
Bedfordshire
LU7 9BT

Registered number of holder, for example company number, charity number (where applicable)

04808018

Name of designated premises supervisor where the premises licence authorises for the supply of alcohol:

Name: Not assigned

State whether access to the premises by children is restricted or prohibited:

Restricted

Date: 17th February 2015

Signed: pp
Operational Director - Premises Management



City of Westminster

64 Victoria Street, London, SW1E 6QP

Premises licence

Regulation 33, 34

Premises licence number:

15/02410/LIPT

Original Reference:

06/00699/LIPT

Part 1 – Premises details

Postal address of premises:

One London
Third Floor To Fifth Floor
1-4 Leicester Square
London
WC2H 7NA

Telephone Number:

Where the licence is time limited, the dates:

Not applicable

Licensable activities authorised by the licence:

Performance of Dance
Exhibition of a Film
Performance of Live Music
Playing of Recorded Music
Anything of a similar description to Live Music, Recorded Music or Performance of Dance
Performance of a Play
Late Night Refreshment
Sale by Retail of Alcohol

The times the licence authorises the carrying out of licensable activities:

Performance of Dance

Monday to Sunday: 09:00 to 03:00

Exhibition of a Film

Monday to Sunday: 09:00 to 03:00

Performance of Live Music

Monday to Sunday: 09:00 to 03:00

Playing of Recorded Music

Monday to Sunday: 09:00 to 03:00

Anything of a similar description to Live Music, Recorded Music or Performance of Dance

Monday to Sunday: 09:00 to 03:00

Performance of a Play	
Monday to Saturday:	09:00 to 23:00
Sunday:	12:00 to 22:30
Late Night Refreshment	
Monday to Sunday:	23:30 to 03:30
Sale by Retail of Alcohol	
Monday to Sunday:	10:00 to 03:00

The opening hours of the premises:	
Monday to Sunday:	00:00 to 00:00

Where the licence authorises supplies of alcohol, whether these are on and/or off supplies:

Alcohol is supplied for consumption on the Premises.

Part 2

Name, (registered) address, telephone number and email (where relevant) of holder of premises licence:

Central London Investments Limited
13 Peel Road
Douglas
Isle Of Man
IM1 4LR
C/O LT Law
18 Soho Square
London
W1D 3QL
Electronic Mail : C- lana@ltlaw.co.uk
Business Phone Number : C- 020 3755 5138

Registered number of holder, for example company number, charity number (where applicable)

000593V

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

Name: Chase McGuinness

Please note: It is the policy of the Licensing Authority not to display the address details of a designated premises supervisor.

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 Number: BOP_M005760 Licensing Authority: Poole Borough Council

Date: _____ 22 October 2015 _____

**This licence has been authorised by Miss Susan Patterson on behalf of the Director -
Public Protection and Licensing.**

Annex 1 – Mandatory conditions

1. No supply of alcohol may be made at a time when there is no designated premises supervisor in respect of this licence.
2. No supply of alcohol may be made at a time when the designated premises supervisor does not hold a personal licence or the personal licence is suspended.
3. Every supply of alcohol under this licence must be made or authorised by a person who holds a personal licence.
4.
 - (1) The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.
 - (2) In this paragraph, an irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises
 - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to;
 - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
 - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
 - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
 - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;
 - (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
 - (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).
5. The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.
6.
 - (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
 - (2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.

- (3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either -
 - (a) a holographic mark, or
 - (b) an ultraviolet feature.

7. The responsible person must ensure that –

- (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures -
 - (i) beer or cider: ½ pint;
 - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
 - (iii) still wine in a glass: 125 ml;
- (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
- (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

A responsible person in relation to a licensed premises means the holder of the premise licence in respect of the premises, the designated premises supervisor (if any) or any individual aged 18 or over who is authorised by either the licence holder or designated premises supervisor. For premises with a club premises certificate, any member or officer of the club present on the premises in a capacity that which enables him to prevent the supply of alcohol.

- 8 (i) A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.
- (ii) For the purposes of the condition set out in paragraph 8(i) above -
 - (a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
 - (b) "permitted price" is the price found by applying the formula -

$$P = D + (D \times V)$$
 Where -
 - (i) P is the permitted price,
 - (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
 - (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
 - (c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence -

- (i) the holder of the premises licence,
 - (ii) the designated premises supervisor (if any) in respect of such a licence, or
 - (iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
- (d) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
- (e) "value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.
- (iii). Where the permitted price given by Paragraph 8(ii)(b) above would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.
- (iv). (1) Sub-paragraph 8(iv)(2) below applies where the permitted price given by Paragraph 8(ii)(b) above on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax.
- (2) The permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.
9. All persons guarding premises against unauthorised access or occupation or against outbreaks of disorder or against damage (door supervisors) must be licensed by the Security Industry Authority.
10. Admission of children to the premises must be restricted in accordance with the film classification recommended by the British Board of Film Classification or recommended by this licensing authority as appropriate

Annex 2 – Conditions consistent with the operating Schedule

11. All drinking vessels used in the venue shall be polycarbonate. All alcohol in glass bottles are to be decanted into polycarbonate containers or polycarbonate carafes prior to being served, with the exception of champagne or bottles of spirits with a minimum size of 70cl supplied by waiter/waitress service to tables. Staff shall clear all empty champagne and spirit bottles promptly from the tables. Customers shall not be permitted to leave their table carrying any such glass bottles or drink directly from the bottle.
12. Notwithstanding condition 11 above, with the written agreement of the Westminster Licensing Police, a copy of which will be held at the premises reception, glass drinking vessels may be used for private or pre-booked events within the lounge/club area.
13. An incident log shall be kept at the premises, and made available on request to an authorised officer of the City Council or the Police, which will record the following:
 - (a) all crimes reported to the venue
 - (b) all ejections of patrons
 - (c) any complaints received
 - (d) any incidents of disorder
 - (e) all seizures of drugs or offensive weapons
 - (f) any faults in the CCTV system or searching equipment or scanning equipment
 - (g) any refusal of the sale of alcohol
 - (h) any visit by a relevant authority or emergency service
14. An up to date record of all names, badge numbers and times worked of all door supervisors will be maintained daily and made available on request to the Metropolitan Police and the Licensing Authority.
15. "All external promotions shall be notified to the Metropolitan Police Service and a form 696 completed and submitted within 14 days prior to the event, or such less time as agreed with the Police from time to time. When carrying out the risk assessment for the event and holding the event the venue will take into account any reasonable advice received from the Westminster Police Licensing Team and the central Clubs/Promoters Police Team who receive the form 696 (or their equivalent) and upon a reasonable request by Police the venue will not run the event.
16. All security employed at the premises shall wear yellow high viz jackets or tabards
No alcohol shall be consumed outside the premises nor glasses/glass bottles removed from the premises by patrons when leaving.
17. (a). There shall be an electronic search arch installed and every patron entering the premises when in use under this licence shall pass through the search arch.

Notwithstanding (a) with the written agreement of the Westminster Licensing Police, a copy of which will be held at the premises reception specifying the event and any time restrictions, patrons may enter the premises without passing through the search arch.
18. (a) That all customers entering the premises after 21:00 will have their ID scanned on entry.

(b) Notwithstanding (a) with the written agreement of the Westminster Licensing Police for specified event/s, a copy of which will be held at the premises reception patrons may be admitted at the managers discretion without ID being scanned and recorded, and that a legible record of these peoples names shall be retained on the premises for inspection by the licensing authority and police for a period of 31 days.

The name of the manager authorising the entrance without scanning will also be recorded.

19. Whilst the premises are open to the public the CCTV shall be monitored continuously by a dedicated officer with a Level 2 Award in CCTV Operations (Public Space Surveillance).

Annex 3 – Conditions attached after a hearing by the licensing authority

20. This licence is subject to all the former Rules of Management for Places of Public Entertainment licensed by Westminster City Council, in force from 4 September 1998 and incorporating amendments agreed by the Council on 25 October 1999, 30 June 2000, 16 January 2001 and 1 October 2001
21. Notwithstanding the provisions of Rule of Management No. 6 the premises may remain open for the purposes of this licence from 11pm on each of the days Sunday to Saturday to 3am on the day following.
22. The existing sound system shall not be altered or modified without the approval of the Environmental Health Officer.
23. A noise limiter located in a separate and remote lockable cabinet from the volume control must be fitted to the musical amplification system set at a level determined by and to the satisfaction of an authorised officer of the Environmental Health Service's Community Protection Department so as to ensure that no noise nuisance is caused to local residents or businesses. The operational panel of the noise limiter shall then be secured to the satisfaction of officers from the Environmental Health Service. The keys securing the noise limiter cabinet shall be held by the applicant only, and shall not be accessed by any other person. The limiter shall not be altered without prior agreement with the Environmental Health Service.
24. A sound limiter device shall be fitted to the sound system shall be set to the levels agreed by the Environmental Health Officer. The operational panel shall then be secured and the system will not be altered without the approval of the Environmental Health Officer.
25. No additional sound generation equipment shall be used on the premises without being routed through the sound limiter device.
26. Whenever queuing by customers waiting to enter the premises takes place, that part of the highway shall be swept as often as is necessary to ensure that the area is clean and tidy, and litter and sweepings collected, stored and disposed of in accordance with the approved refuse storage and disposal arrangements.
27. At the close of business each day the premises are open for business, the licensee shall ensure that the highway immediately outside the premises is swept and litter and sweepings collected, stored and disposed of in accordance with the approved refuse storage and disposal arrangements.
28. Queues outside the premises shall be organised by registered door supervisors so that patrons stand no more than two abreast and do not block the pavement or obstruct the entrance or exit to any premises.
29. Loudspeakers shall not be located at or near the entrance to the premises.
30. There shall be suitable and sufficient drug testing equipment available for use by staff.
31. The last hour of trade on each night shall be a winding down period during which:
 - o Subdued music shall be played.
 - o Lighting shall be turned up.
 - o Soft drinks, hot drinks and food shall be available. Hot drinks and water shall be free.
 - o A taxi service shall be available.
 - o Announcements regarding the service shall be made.
 - o Notices concerning the service shall be posted throughout the premises.

32. Door staff shall use reasonable endeavours to encourage customers to keep good order after they leave the premises
33. The premises shall install and maintain a comprehensive CCTV system as per the minimum requirements of the Westminster Police Licensing Team. All entry and exit points will be covered enabling frontal identification of every person entering in any light condition. The CCTV system shall continually record whilst the premises is open for licensable activities and during all times when customers remain on the premises. All recordings shall be stored for a minimum period of 31 days with date and time stamping. Recordings shall be made available immediately upon the request of Police or authorised officer throughout the preceding 31 day period.
34. A staff member from the premises who is conversant with the operation of the CCTV system shall be on the premises at all times when the premises is open to the public. This staff member must be able to show a Police or authorised council officer recent data or footage with the absolute minimum of delay when requested.
35. There shall be no payment made by or on behalf of the licensees to any person for bringing customers to the premises directly off the street.
36. No nudity and all persons on the premises to be decently attired.
37. Substantial food and suitable beverages other than intoxicating liquor (including drinking water) shall be available during the whole of the permitted hours in all parts of the premises where intoxicating liquor is sold or supplied.
38. The maximum numbers of persons accommodated at any one time at the premises (excluding staff) shall not exceed;

In Total over all floors - maximum 1000 persons

The maximum numbers of persons accommodated at any one time per floor shall not exceed;

3rd floor - 387 persons

4th floor - 354

5th floor - 259 persons

39. A daily log is to be maintained to ensure that any capacity limit set for the various floors and the overall capacity of the premises is recorded hourly and can be properly monitored. Information regarding the authorised officer will be given to an authorised officer or Police Officer on request.
40. At all times the premises are used under this licence the door staff shall be registered by the Security Industry Authority as appropriate and shall consist of a door supervisor outside the entrance, two members of staff (male or female) conducting/supervising searches, staff on the floor of the licensed area and a supervisor of the door supervisors.
41. The last hours or trade on each night shall be a winding down period during which subdued music shall be played.
42. If any entertainment is provided for children or if an entertainment is provided at which the majority of persons attending are children, then, if the number of children attending the entertainment exceeds 100, it shall be the duty of the holder of the premises licence (or the holder of the club premises certificate):
 - (a) to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate,

- (b) to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and
 - (c) to take all other reasonable precautions for the safety of the children.
43. The sale of intoxicating liquor shall be ancillary to the provision of music and dancing and substantial refreshment.
44. Alcohol may only be sold for consumption on the premises.
45. For the last 30 minutes of trade on each day alcohol shall not be sold.
46. A proof of age scheme (Challenge 21) shall be operated at the premises where the only acceptable forms of identification are recognised photographic identification cards, such as a driving licence or passport"
47. In the event that a serious assault is committed on the premises (or appears to have been committed) the management will immediately ensure that:
- (a) The Police (and where appropriate, the London Ambulance Service) are called without delay, using emergency telephone number 999;
 - (b) All measures that are reasonably practicable are taken to apprehend any suspects pending the arrival of the Police;
 - (c) As is reasonably practicable, the crime scene is preserved so as to enable a full forensic investigation to be carried out by the Police; and
 - (d) Such other measures are taken (as appropriate) to fully protect the safety of all persons present on the premises."

'Serious assault' includes (but is not limited to) any assault in which emergency medical treatment is required and any assault in which a weapon is used.

48. The premises shall ensure that they are members of the local pubwatch or other local crime reduction scheme approved by the police, as well as the local radio scheme.

Annex 4 – Plans

Attached



Schedule 12
Part B

WARD: St James's
UPRN: 010033537369

City of Westminster
64 Victoria Street, London, SW1E 6QP

**Premises licence
summary**

Regulation 33, 34

Premises licence number:

15/02410/LIPT

Part 1 – Premises details

Postal address of premises:

One London
Third Floor To Fifth Floor
1-4 Leicester Square
London
WC2H 7NA

Telephone Number:

Where the licence is time limited, the dates:

Not applicable

Licensable activities authorised by the licence:

Performance of Dance
Exhibition of a Film
Performance of Live Music
Playing of Recorded Music
Anything of a similar description to Live Music, Recorded Music or Performance of Dance
Performance of a Play
Late Night Refreshment
Sale by Retail of Alcohol

The times the licence authorises the carrying out of licensable activities:

Performance of Dance

Monday to Sunday: 09:00 to 03:00

Exhibition of a Film

Monday to Sunday: 09:00 to 03:00

Performance of Live Music

Monday to Sunday: 09:00 to 03:00

Playing of Recorded Music

Monday to Sunday: 09:00 to 03:00

Anything of a similar description to Live Music, Recorded Music or Performance of Dance

Monday to Sunday: 09:00 to 03:00

Performance of a Play

Monday to Saturday: 09:00 to 23:00
Sunday: 12:00 to 22:30

Late Night Refreshment

Monday to Sunday: 23:30 to 03:30

Sale by Retail of Alcohol

Monday to Sunday: 10:00 to 03:00

The opening hours of the premises:

Monday to Sunday: 00:00 to 00:00

Where the licence authorises supplies of alcohol, whether these are on and/or off supplies:

Alcohol is supplied for consumption on the Premises.

Name and (registered) address of holder of premises licence:

Central London Investments Limited
13 Peel Road
Douglas
Isle Of Man
IM1 4LR
C/O LT Law
18 Soho Square
London
W1D 3QL

Registered number of holder, for example company number, charity number (where applicable)

000593V

Name of designated premises supervisor where the premises licence authorises for the supply of alcohol:

Name: Chase McGuinness

State whether access to the premises by children is restricted or prohibited:

Restricted

Date: _____ 22 October 2015 _____

This licence has been authorised by Miss Susan Patterson on behalf of the Director - Public Protection and Licensing.

Dated

8 JULY 2011

LONDON TROCADERO LIMITED

- and -

KPIP UK LTD

OCCUPATIONAL LEASE

- of -

UNIT 76 THE TROCADERO CENTRE, PICCADILLY CIRCUS, LONDON W1

MATRIX LEGAL

Surrey House
34 Eden Street
Kingston-Upon-Thames, KT1 1ER
REF: TM/LON001/0003
Version: 04 July 2011
DOC: 28936 Lease (Final - Clean Copy) - KPIP UK

PRESCRIBED CLAUSES

The following clauses are prescribed under rule 58A of the Land Registration Rules 2003.

LR1. Date of lease 8 JULY 2011

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NGL83767

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

LONDON TROCADERO LIMITED (Isle of Man Co. Regn. No. 000567V) whose registered office is at 13 Peel Road, Douglas, Isle of Man IM1 4LR.

Tenant

KPIP UK LTD (Co. Regn. No. 06818869) whose registered office is at 232A Northolt Road, Harrow, Middlesex, United Kingdom HA2 8DU.

Other parties

None.

LR4. Property

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

See the definition of "Premises" in the Particulars of this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease the Particulars in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements as specified in the First Schedule of this lease.

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

The easements as specified in the Second Schedule of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

<u>Clause</u>	<u>Subject</u>
Particulars	Lease Details
1.	<u>Interpretation and Definitions</u>
2.	<u>Demise</u>
3.	<u>Covenants by the Tenant</u>
	(1) To pay the Rent
	(2) To pay interest
	(3) To pay Value Added Tax
	(4) To pay outgoings
	(5) To contribute to the costs of services and other matters
	(6) As to insurance
	(7) To comply with statutes
	(8) As to the Planning Acts
	(9) As to the Planning Agreement
	(10) As to the repairs and decoration
	(11) As to alterations
	(12) As to user
	(13) As to dealings
	(14) To permit entry by Landlord and others
	(15) As to the payment of certain costs and as to indemnities
	(16) To comply with further stipulations restrictions and regulations
	(17) To carry out works
	(18) Not to use for prohibited uses
	(19) Plans documents and information
4.	<u>Covenants by the Landlord</u>
	(1) For quiet enjoyment
	(2) To provide certain services
	(3) To insure
	(4) To make good damage caused by the Insured Risks

5. Provisos

- (1) Re-entry
- (2) Cesser of Rent, etc.
- (3) Demise not to confer rights to enforce covenants against others or to grant further rights.
- (4) Limitation of Landlord's liability for the provision of services.
- (5) No warranty as to the Permitted Use.
- (6) Limitations on Landlord's obligation to insure.
- (7) Variation of the extent of the Centre.
- (8) Service of notices.
- (9) As to arbitration in certain events.
- (10) No warranty as to the name "Trocadero"
- (11) Exercise of rights etc in respect of premises other than the Demised Premises
- (12) Exclusion of the Landlord and Tenant Act 1954

The First Schedule	-	Rights Granted
The Second Schedule	-	Exceptions and Reservations
The Third Schedule	-	Rent Review
The Fourth Schedule	-	Service Charges
The Fifth Schedule	-	Electricity Charges
The Sixth Schedule	-	Stipulations and Restrictions

PARTICULARS

<u>Date</u>	8 JULY 2011
<u>The Landlord</u>	LONDON TROCADERO LIMITED (Isle of Man Co. Regn. No. 000567V) whose registered office is at 13 Peel Road, Douglas, Isle of Man IM1 4LR
<u>The Tenant</u>	KPIP UK LTD (Co. Regn. No. 06818869) whose registered office is at 232A Northolt Road, Harrow, Middlesex, United Kingdom HA2 8DU
<u>Term Commencement Date</u>	8 JULY 2011
<u>The Term</u>	25 (Twenty Five) years from (and including) the Term Commencement Date
<u>The Premises</u>	All those premises known as Unit 76 The Trocadero situate on the part ground floor and basement of the Centre (as defined in this Lease) WHICH premises are for the purpose of identification only delineated upon the plan numbered 2 annexed hereto and thereon edged in red.
<u>The Rent</u>	The initial yearly rent of £700,000.00 (Seven Hundred Thousand Pounds) (subject to the provisions for review contained in the Third Schedule).
<u>Rent Review Date</u>	Every fifth anniversary of the Term Commencement Date
<u>The Rent Free Period</u>	12 (Twelve) months commencing on 29 September 2011
<u>Service Charge Commencement Date</u>	the Term Commencement Date
<u>Service Charge Percentage</u>	3.259%
<u>Internal Decoration Years</u>	The third year of the term
<u>External Decoration Years</u>	The third year of the term
<u>The Permitted Use</u>	A high class Bar and Restaurant and Nightclub or such other use as shall be first approved in writing by the Landlord PROVIDED ALWAYS that the Landlord may withhold its consent if the proposed use for which approval is sought are (1) of a similar or broadly similar nature to other premises in the Centre or (2) of a type which in the Landlord's reasonable opinion is not suitable at the Demised Premises and/or the Centre or (3) of a type which is prohibited by any other provision of this Lease or (4) in the Landlord's reasonable opinion is of a type or nature prejudicial or detrimental to the high standards of the Centre or the good estate management thereof but subject thereto the Landlord's approval shall not be unreasonably withheld.

THIS LEASE is made on the date first shown in the Particulars hereto between the Landlord specified in the Particulars of the first part the Tenant specified in the Particulars of the second part and the Guarantor (if any) specified in the Particulars of the third part.

NOW THIS DEED WITNESSETH as follows:-

- 1.1.1 Where there are two or more persons included the expression "Tenant" or the expression "Guarantor" covenants expressed to be made by the Tenant or the Guarantor as the case may be shall be deemed to be made by such persons jointly and severally.
- 1.1.2 Any reference to any Act or Acts of Parliament or legislation generally shall (unless expressly specified to the contrary) include any modification extension or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations by-laws permissions licenses consents notices and directions or other things for the time being made issued or given thereunder or deriving authority or validity therefrom.
- 1.1.3 Any covenant or obligation by or of the Tenant not to do or omit to be done any act matter or thing shall be deemed to include an obligation not to permit such act matter or thing to be done or not to suffer the omission of such act mater or thing as the case may be.
- 1.1.4 Reference to any permission for or right of the Landlord to enter upon or to have access to the Demised Premises shall be construed as extending to all persons authorized from time to time by the Landlord (including agents professional advisers contractors workmen and others) with all necessary appliances.
- 1.1.5 The terms "the parties" or "party" mean the Landlord and/or the Tenant but except where there is an express indication to the contrary exclude the Guarantor.
- 1.1.6 The Clause or Paragraph headings or marginal notes and the index (if any) to this Lease shall not affect the construction thereof.
- 1.1.7 In the foregoing pages which shall comprise part of this Lease and the words and expressions in Column 1 of the Particulars shall (subject as hereinafter provided) have the meanings respectively set against them in Column 2 of the Particulars.
- 1.2 In this Lease the following expressions shall (where the context so admits) have the following meanings:
 - 1.2.1 "the Particulars" means the details and descriptions appearing beneath the heading "PARTICULARS"
 - 1.2.2 "the Landlord" means the person named as the Landlord in the Particulars and includes any other person for the time being entitled to the reversion immediately expectant upon the determination of the Term.
 - 1.2.3 "the Tenant" means the person named as the Tenant in the Particulars and includes the successors in title of the Tenant and those deriving title under the Tenant.

1.2.4 "the Centre" means (subject to the provisions of Clause 5.7 hereof) the site being part of the land bounded by Shaftesbury Avenue, Rupert Street, Coventry Street and Great Windmill Street in the London Borough of the City of Westminster which site is shown for the purpose of identification edged in red on the plan numbered 1 annexed hereto and includes:

- (i) All buildings and erections from time to time thereon or thereunder.
- (ii) All landlord's fixtures and fittings in or upon the said site buildings and erections.
- (iii) All vaults and smoke vents connected to or serving the site or part thereof.
- (iv) All appurtenances of whatsoever nature belonging thereto or serving the same (including all underground links serving the same) whether or not in under or over the land edged in blue on the said plan.

1.2.5 "the Demised Premises" means the Premises described in the Particulars and each and every part thereof and includes:

- (i) The whole of any non-structural walls wholly within the Premises.
- (ii) The non-structural finishes facings or coverings to the interior of any walls columns partitions floor slabs or joists and ceiling slabs or joists which bound or are within the Premises.
- (iii) The whole of any shop or other front.
- (iv) The whole of the doors and (except as mentioned in paragraphs (B) and (D) hereinafter contained in this sub-clause 1.2.5) shutters and windows fitted in the walls or any shop or other front which bound the Premises and their frames and fixings.
- (v) Any Conduits therein which exclusively serve the Premises.
- (vi) Any landlord's fixtures and fittings within the Premises other than those mentioned in Paragraphs (D) and (E) hereinafter contained in sub-clause 1.2.5.
- (vii) Any additions to the Premises BUT excludes:
 - (A) The structure of any walls columns partitions floor and ceiling slabs or joists bounding or within the Premises except as mentioned in sub-clauses (i) and (ii) above.
 - (B) The structure glass frames and fixings comprising the glazed curtain walls above ground floor level.]
 - (C) Any conduits other than those exclusively serving the Premises.
 - (D) The fire and/or smoke shutters (if any) installed by the Landlord.
 - (E) Any shutter motors and batteries and associated equipment for the operation of any shutters referred to in paragraph (D) above and any shutters outside the Premises any hose reels serving any Common Parts (as hereinafter defined) and any pressure relief units whether or not installed by the Tenant.

- 1.2.6 "the Rent" means the Rent specified in the Particulars or such greater yearly rent as shall be agreed or determined in accordance with the provisions of the Third Schedule hereto.
- 1.2.7 "the Common Parts" means all malls pedestrian ways concourses and circulation areas staircases passageways corridors escalators lifts hoists service bay yards or areas or other ways or areas in or serving the Centre which are for the time being or from time to time designated by the Landlord for common use whether or not the public shall have access to all of the same and whether or not the Tenant shall be entitled to have access to or the use of all of the same.
- 1.2.8 "the Public Areas" means those portions of the Common Parts as are from time to time designated by the Landlord for general circulation and use by members of the public visiting the Centre (otherwise than those intended principally for escape in case of emergency only or access to lavatory accommodation).
- 1.2.9 "Centre Opening Days" means every day of the year other than Christmas Day and "Centre Opening Day" shall be construed accordingly.
- 1.2.10 "Opening Hours" in relation to a Centre Opening Day means the period from 6.00am to 12.30am or (if the Landlord shall so determine from time to time) such other period (not being less than the Maximum Trading Hours (as hereinafter defined) for that day) as the Landlord shall from time to time for that day designate by notice in writing to the Tenant.
- 1.2.11 "the Minimum Trading Hours" in relation to a Centre Opening Days means the period from 10.00am to 10.00pm or such other period (not being less than eight hours) as the Landlord may from time to time designate for that day by notice in writing to the Tenant.
- 1.2.12 "the Maximum Trading Hours" in relation to a Centre Opening Day means the period from 10.00am to 4am (the following day) or such other period (not being less than the Minimum Trading House for that day) as the Landlord may from time to time designate for that day by notice in writing to the Tenant.
- 1.2.13 "the Insured Risks" means (subject as provided in Clause 5.6 of this Lease) the risks in respect of loss or damage by fire lightning storm tempest explosion earthquake impact from vehicles aircraft riot civil commotion malicious damage flood bursting or overflowing of water tanks apparatus or pipes and such other risks as the Landlord may from time to time reasonably deem expedient (but not the mechanical or electrical breakdown of plant machinery and equipment in the Centre).
- 1.2.14 "the Loss of Rent Period" means the period of 4 (Four) years or such other period as the Landlord may from time to time reasonably require.
- 1.2.15 "the Planning Acts" means the Town and Country Planning Acts 1971 to 1974.
- 1.2.16 "Stipulated Rate" means the rate of Four pounds per centum (4%) per annum above the base rate for the time being of National Westminster Bank Plc or (if there shall be no such base rate or any other rate substituted hereunder from time to time) the Stipulated Rate shall be Four pounds per centum (£4%) per annum above such reasonably equivalent rate of interest as the Landlord shall stipulate.

- 1.2.17 "the Quarter Days" means the 31st day of March, 30th day of June, 30th day of September and 31st day of December in each year and the expression "Quarter Day" and "Quarter" shall be construed accordingly.
- 1.2.18 "Conduits" means pipes mains wires ducts cables channels sewers drains water courses gutters shafts flues or other conducting media or things under through along over or by means of which any gas oil electricity or any air smoke fumes water soil telephonic signal and the like or other things may pass.
- 1.2.19 "the Planning Agreement" means an Agreement dated the 18th day of January 1980 made between Electricity Supply Nominees Limited (1) the Greater London Council (2) and the Lord Mayor and Citizens of the City of Westminster (3) pursuant to (inter alia) Section 52 of the Town and Country Planning Act 1971 and Section 126 of the Housing Act 1974 and the Supplemental Agreement dated 24th day of November 1989 made between the Lord Mayor and Citizens of the City of Westminster (1) and Walker Power Corporation Limited (2).
- 1.2.20 "the Perpetuity Period" means the period of eighty years commencing at the date hereof which shall be the perpetuity period applicable herefo.
- 1.2.21 "the Term" means the Term specified in the Particulars and includes any statutory continuation (but not any renewal) thereof.
- 1.2.22 "the Termination of the Term" means the determination of the Term whether by effluxion of time by re-entry or otherwise howsoever arising.
- 1.2.23 "the Licensing Act" means the Licensing Act 2003.
- 1.2.24 "the Premises Licence" means the licence granted in respect of the Demised Premises under the Licensing Act permitting the sale and supply of alcohol and late night refreshment and regulated entertainment.

DEMISE

2. IN consideration of the Rent and of the covenants hereinafter contained the Landlord HEREBY DEMISES unto the Tenant ALL THAT the Demised Premises TOGETHER WITH the easements and rights specified in the First Schedule hereto BUT EXCEPTING AND RESERVING the easements and rights specified in the Second Schedule hereto TO HOLD the same SUBJECT to

- (a) All easements right quasi-easements privileged covenants and restrictions to which the Demised Premises are subject; and
- (b) the provisions of the Relevant Documents

UNTO the Tenant for the Term YIELDING AND PAYING therefore during the Term FIRSTLY (subject to the provisions for review contained in the Third Schedule) the Rent as to £175,000.00 (One Hundred and Seventy Five Thousand Pounds) on the Term Commencement Date and thereafter by equal quarterly payments in advance on the Quarter Days the first of such payments or a proportionate part thereof to be due on the expiry of the Rent Free Period specified in the Particulars AND SECONDLY by way of additional rents the amounts payable pursuant to the provisions of sub-clauses 3.5 and 3.6 of this Lease to be paid at the times and in the manner provided for in such sub-clauses.

COVENANTS BY THE TENANT

3. THE Tenant HEREBY covenants with the Landlord as follows:-

To Pay the Rent

3.1 To pay the Rents at the respective times and in the manner herein provided for without any deduction or set off whatsoever except any required to be made by law notwithstanding any contract to the contrary. The payments shall be made by banker's standing order to an account nominated by the Landlord from time to time at least 1 (One) working day before the relevant quarter day.

To Pay Interest

3.2 That without prejudice to any other right remedy or power herein contained or otherwise available to the Landlord if the whole or any part or parts of the Rent or any additional rents or any other sums payable to the Landlord pursuant to this Lease shall have become due and shall remain unpaid for seven days after the due date for payment to pay to the Landlord on demand interest thereon at the Stipulated Rate for the period from the date when the same shall have become due (unless otherwise provided for herein) to the date of receipt by the Landlord (as well after as before judgment). Neither the rejection by the Landlord of a tender of any sum the acceptance of which would or might reasonably be regarded as prejudicing any right of re-entry nor the rejection or money tendered by a third party whose status is unknown to the Landlord or the Landlord's managing agents shall affect any liability for payment of such interest.

To Pay Value Added Tax

3.3 To pay to the Landlord such amount of Value Added Tax (or similar tax or taxes) at the rate for the time being in force as shall be payable in respect of all moneys covenanted to be paid by the Tenant hereunder and in every case where in this Lease the Tenant covenants to pay an amount of money such amount shall be regarded as exclusive of Value Added Tax (or other tax or taxes) which may from time to time be payable thereon Provided Always that in the case of all rents payable by the Tenant to the Landlord which attract Value Added Tax the Landlord shall have given the Tenant a Value Added Tax invoice addressed to the Tenant.

To Pay Outgoings

3.4.1 To pay all rates taxes duties levies charges assessments impositions and outgoings whatsoever whether parliamentary county municipal parochial local or of any other description which are now or hereafter during the Term may be taxed assessed charged or imposed on or in respect of the Demised Premises or on the owner or occupier on respect thereof (other than taxes payable in respect of any dealing with the Landlord's reversion to this Lease). In the event of there being no separate assessment for the Demised Premises the Tenant shall pay such proportion of such rates taxes duties levies charges assessments impositions and outgoings as the landlord or the landlord's surveyors shall reasonably determine as being reasonably attributable to the Demised Premises.

3.4.2 To give notice to the Landlord of any proposal for rating assessment of the Demised Premises and of any proposal by the Tenant to appeal against any rating

assessment for the Demised Premises and to supply to the Landlord on demand copies of all notices and all other relevant documents relating thereto.

- 3.4.3 If the Landlord shall suffer any loss of rating relief which may be applicable to empty premises after the termination of the Term by reason of such relief being allowed to or claimed by the Tenant or other occupier of the Demised Premises in respect of any period prior to the termination of the Term to pay and make good to the Landlord all such loss.

To Contribute to the Costs of Services and Other Matters

- 3.5.1 To pay to the Landlord from the Service Charge Commencement date the respective amounts payable pursuant to the provisions of the Fourth and Fifth Schedule (inclusive) of this Lease at the times and in the manner therein respectively provided for the Fifth Schedules (inclusive) of this Lease at the times and in the manner therein respectively provided for
- 3.5.2 To pay to the Landlord on demand from time to time throughout the Term an amount equal to the cost to the Landlord of supplying to the Tenant or to the Demised Premises any service matter or thing supplied by the Landlord in addition to those matters mentioned or referred to in the Fourth and Fifth Schedules hereto.

As to Insurance

- 3.6.1 To pay to the Landlord on demand by way of additional rent in respect of each year during the Term:
- (a) A proportionate part (such proportion being reasonably determined by the Landlord or the Landlord's surveyor from time to time) of the amount from time to time assessed by the Landlord or the Landlord's insurers as being payable by the Landlord by way of premium for keeping the Centre (other than the Excluded Premises as hereinafter defined) insured for an amount (reasonably estimated from time to time by the Landlord or the Landlord's surveyor) necessary to cover the full costs of rebuilding or reinstating the Centre (other than the Excluded Premises as hereinafter defined) against loss or damage by the Insured Risks together with architects' surveyors' engineers' and other professional fees the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses together with the amount of any fees and expenses reasonably incurred in obtaining valuation and advice as to the appropriate level of insurance cover for the Centre (other than the Excluded Premises as hereinafter defined) or as to loss of Rent or otherwise relating to the insurances referred to in this Lease.
- (b) A sum (or in the event that the loss of the Rent hereinafter mentioned is not separately insured a proportionate part of the total sum insured such proportion being reasonably determined by the Landlord or the Landlord's Surveyor from time to time) equivalent to the amount from time to time assessed by the Landlord's insurers as being payable by the Landlord by way of premium for insuring the loss of the Rent (including if applicable loss of rent subsequent to the termination of the Term) for the Landlord's reasonable estimate thereof where a part of the period in respect of which loss of Rent insurance is or is to be effected by the Landlord is subsequent to the termination of the Term.

- (c) A sum (or in the event that the loss of Service Charge hereinafter mentioned is not separately insured a proportionate part of the total sum insured such proportion being reasonably determined by the Landlord or the Landlord's Surveyor from time to time) equivalent to the amount from time to time assessed by the Landlord or the Landlord's insurers as being payable by the Landlord by way of premium for insuring the loss of the amounts payable by the Tenant towards the charges payable pursuant to the Fourth Schedule hereto (as reasonably estimated from time to time by the Landlord or the Landlord's managing agents) for such period or periods (not being longer than the Loss of Rent Period) as Landlord or the Landlord's managing agents shall from time to time determine.
 - (d) Any sum or sums by which the amount from time to time payable by way of premium by the Landlord (or the lessees or tenants or the Landlord) in respect of the insurance of any adjoining or neighbouring premises is increased by reason of the user of the Demised Premises or by reason of any act default or omission on the part of the Tenant or other occupiers or the Demised Premises or their respective servants or agents and
 - (e) A sum equivalent to the amount from time to time assessed by the Landlord's insurers as being payable by the Landlord by way of premium for providing insurance cover in respect of any liability of the Landlord to the public or third parties in respect of the Premises.
- 3.6.2 To comply forthwith with all proper requirements of the Landlord's insurers of which notice in writing shall be given to the Tenant whether the same relate to the Demised Premises or to the use thereof or to any fixtures fittings equipment chattel or thing whatsoever therein or thereon and to do or execute or cause to be done or executed all such works acts deeds matters or things required by such notice to the reasonable satisfaction of the Landlord and its insurers.
- 3.6.3 Not to do or omit to be done any act matter or thing whatsoever the doing or omission of which would make void or voidable the insurance of the Demised Premises or the Centre whereby any payment thereunder may be refused in whole or in part or whereby the premium payable in respect of such policy may be increased.
- 3.6.4 In the event of the Demised Premises or any part thereof being destroyed or damaged by any of the Insured Risks to give notice thereof to the Landlord as soon as reasonably practicable after such destruction or damage shall come to the notice of the Tenant.
- 3.6.5 In the event of the Demised Premises or any other part of the Centre being destroyed or damaged by any of the Insured Risks and the insurance money under any insurance against the same effected thereon by the Landlord being wholly or partly irrecoverable by reason solely or in part or any at or default of the Tenant or the Tenant's servants or agents forthwith to pay to the Landlord the whole or (as the case may require) the irrecoverable portion of the cost (including professional and other fees of completely rebuilding and reinstating the same).
- 3.6.6 Not to effect or maintain or contribute towards the maintenance of any insurance on or in respect of the Demised Premises (or the Centre (in duplication of any insurance effected and maintained by the Landlord PROVIDED ALWAYS that

without prejudice to the foregoing and any right of action or remedy in respect of any breach thereof if at any time the Tenant is entitled to the benefit of any such insurance on the Demised Premises (or the Centre) the Tenant shall pay or procure to be paid to the Landlord all moneys received by virtue of such insurance and shall hold the benefit of such policy and moneys payable thereunder in trust to be applied towards rebuilding or reinstating the Demised Premises (or the Centre).

- 3.6.7 If at any time or times any claim shall be made under the insurance policy effected by the Landlord against the Insured Risks to repay to the Landlord upon demand by way of additional rent the amount which falls to be borne by the Landlord under any excess provisions contained in the said policy or (as the case may be) a fair proportion thereof as determined by the Landlord or the Landlords' managing agents.
- 3.6.8 To insure and keep insured the plate glass of and in the Demised Premises under a glass "All Risks" policy against all usual risks in the full cost of replacement thereof in such insurance office or with such underwriters of repute as the Landlord shall from time to time approve (such approval not to be unreasonably withheld) and to pay all premiums necessary for the above purpose within seven days after the same shall become due and payable and to produce to the Landlord or the Landlord's surveyor on reasonable demand the policy or policies of such insurance and the receipt for each premium and to cause all moneys received by virtue of such insurance to be laid out forthwith in reinstating the said plate glass and to make up any deficiency out of the Tenant's own moneys PROVIDED ALWAYS that if the Tenant shall at any time fail to keep such insurance on foot the Landlord shall be entitled to do all things necessary to effect and maintain such insurance and all or any moneys expended by the Landlord for that purpose shall be recoverable from the Tenant on demand AND PROVIDED FURTHER that the foregoing requirements shall be in addition to and without prejudice to and not in substitution for the repairing obligations on the part of the Tenant contained in this Lease.

To Comply with Statutes

- 3.7.1 To comply with all obligations imposed by and do and execute or cause to be done and executed all such works acts deeds matters and things as under or by virtue of any Act or Acts of Parliament or legislation are or shall be properly directed or necessary to be done to executed upon or in respect of the Demised Premises or the use thereof whether by the owner the Landlord the Tenant or the occupier and at all times to keep the Landlord indemnified against all costs claims demands and liability in respect thereof.
- 3.7.2 Upon receipt of any notice order proposal requisition direction or other thing from any competent authority affecting or likely to affect the Demised Premises or the user thereof at the Tenants' own expense forthwith to deliver to the Landlord two copies of such notice order proposal requisition direction or other thing AND at the request of the Landlord to make or join with the Landlord in making such representations in respect thereof as the Landlord shall reasonably require.
- 3.7.3 To comply with all relevant legislation relating to or occasioned by the execution of any works to the Demised Premises at any time carried out by or on behalf of the Tenant and in particular if it shall be a requirement of any local or other competent authority to install a pressure relief unit in such location and of such specification as

the Landlord shall first approve in writing (such approval not to be unreasonably withheld).

As to the Planning Acts

- 3.8 in relation to the Planning Acts
- 3.8.1 not to do or omit anything on or in connection with the Demised Premises the doing or omission of which shall be a contravention of the Planning Acts and to indemnify the Landlord against all actions proceedings damages penalties costs charges claims and demands in respect of such acts and omissions or any of them and against the costs of any application for planning permission and the works and things done in pursuance thereof.
- 3.8.2 to give notice forthwith to the Landlord of any notice or order or proposal for a notice or order served on the Tenant under the Planning Acts and if so required by the Landlord to produce the same and at the request and cost of the Landlord to make or join in making such representations in respect thereof as the Landlord may reasonably require.
- 3.8.3 to comply at the Tenant's own cost with any notice or order in respect of the Demised Premises served on the Tenant under the provisions of the Planning Acts.
- 3.8.4 not (without the prior written consent of the Landlord consent not to be unreasonably withheld in respect of an application for a change of use or alteration to the Demised Premises otherwise permitted by the Landlord pursuant to the terms of this lease) to make or permit to be made any application for planning permission in respect of the Demised Premises or any part thereof and without prejudice to the foregoing not to implement any planning permission or approval until the same has been submitted to and approved in writing by the Landlord (such approval not to be unreasonably withheld).
- 3.8.5 unless the Landlord shall otherwise direct to carry out before the termination of the Term any works stipulated to be carried out to the Demised Premises subsequent thereto as a condition of any planning permission which may have been granted and implemented during the Term.
- 3.8.6 Not to enter into any agreement with any competent authority regulating the development or use of the Demised Premises.

As to the Planning Agreement

- 3.9 Not to do any act matter or thing which shall be a breach of the Planning Agreement (and without prejudice to the generality of the foregoing) to use (and without prejudice to the generality of the foregoing) to use only the Trocadero Servicing arrangements (as therein defined) or such other servicing arrangements as may from time to time be made available by the Landlord for use by the Tenant in accordance with the provisions in that behalf hereinafter contained and to permit the two councils (as defined by the Planning Agreement) to enter upon the Demised Premises for the purposes provided for therein and to exercise without hindrance such rights as they or either of them may have under or by virtue of that Agreement.

As to Repairs and Decorations

- 3.10.1 From time to time and at all times during the term well and substantially to repair amend Cleanse and keep in good and substantial repair and condition the Demised Premises and each and every part thereof.
- 3.10.2 Not less often than once in each internal Decoration Year during the Term and in the period of six months immediately preceding the termination of the Term to prepare and paint with two coats at least of good quality paint or otherwise treat all internal parts of the Demised Premises usually or requiring to be painted or otherwise treated AND so that the tints colours and patterns of all such works of internal painting and decoration shall be such as shall be approved in writing by the Landlord or the Landlord's surveyor (such approval not to be unreasonably withheld).
- 3.10.3 Not less than once in each External Decoration Year during the Term and in the period of six months immediately preceding the termination of the Term to paint otherwise suitably treat those parts of the exterior of any shop or other front of and entrance way to the Demised Premises and the entrance doors and door frames leading directly thereto required to be or usually so painted or treated with three coats of good quality paint or polish or other suitable material of good quality as the case may require the tings colours and patterns of such external decoration to be previously approved in writing by the Landlord or the Landlord's surveyor (such approval not to be unreasonably withheld).
- 3.10.4 To carry out all work which is the Tenants responsibility under this sub-clause 3.10 with good quality materials of their several kinds and in accordance with good and proper standard of workmanship.
- 3.10.5 To yield up the Demised Premises at the termination of the Term in good and substantial repair an condition in accordance with the covenants on the Tenants part herein contained and in case any of the Landlord's fixtures and fittings comprised in the Demised Premises shall be missing broken damaged or destroyed forthwith to replace them with others of a similar character and quality and remove every moulding sign writing or painting of the name or business of the Tenant or other occupiers (if any) and to make good all damage caused by the removal thereof and of the Tenant's fixtures fittings furniture and effects.
- 3.10.6 To inform the Landlord as soon as reasonably practicable in writing of any defect in the Demised Premises which might give rise to a duty imposed by Common Law or Statute on the Landlord in favour of the Tenant or any other person and at all times to display and maintain all notices or take such action which the Landlord may from time to time reasonably require so as to enable the Landlord to discharge any such duty which the Landlord may owe to any person in relation to such defect in the Demised Premises.
- 3.10.7 In case any of the Landlord's fixtures and fittings shall at any time be missing broken damaged or destroyed forthwith to replace them with others of a similar character and quality.
- 3.10.8 Provided Always that the Tenant's liability hereunder shall not extend to damage caused by any of the Insured Risks except:-
- (i) damage caused by risks in respect of which the Landlord is expressly relieved of its obligation to insure as herein provided

- (ii) to the extent that the insurance moneys are rendered irrecoverable in consequence of any act or default or omission of the Tenant or other occupiers of the Demised Premises or their respective servants or agents
- (iii) by reason of any exclusions or limitations which the Landlord's insurers may require and are notified by the Landlord to the Tenant.

As to Alterations

- 3.11.1 Not to make or suffer to be made any alteration or addition whatsoever to the Demised Premises PROVIDED THAT the Tenant may with the prior written consent of the Landlord (which consent may be subject to such reasonable conditions as the Landlord may specify but which shall not be unreasonably withheld) make non-structural alterations to the interior of the Demised Premises or the shop front (if any).
- 3.11.2 Without prejudice to the foregoing in relation to any alterations or additions (whether or not of the kind hereinbefore contemplated if any) to which the Landlord shall granted consent the Tenant shall ensure that all conditions and obligations imposed in relation thereto are duly complied with.
- 3.11.3 Without prejudice to the foregoing sub-clause by the termination of the Term (unless the Landlord otherwise requires) to remove all alterations and additions whatsoever (save much of them as the Landlord shall stipulate) and to reinstate the Demised Premises in their condition prior to the execution thereof. All such work to be carried out in a good and workmanlike manner to the reasonable satisfaction of the Landlord.

As to User

- 3.12.1 Without prejudice to the Clauses 3.12.2, 3.12.3 and 3.18 below not to use the Demised Premises otherwise than for the Permitted Use specified in the Particulars as varied or extended by any documents supplemental or expressed to be supplemental to this lease.
- 3.12.2 Not to carry on upon the Demised Premises any noisy noisome or offensive trade business or occupation nor to do any act or thing therein which may be or become a nuisance annoyance disturbance or damage to the Landlord or the occupiers of any adjoining or neighbouring premises of the Landlord or which in the reasonable opinion of the Landlord shall prejudicially affect or depreciate any such adjoining or neighbouring premises and not to use the Demised Premises at anytime for any illegal or immoral purpose nor for a sale by auction nor to permit any person to sleep on the Demised Premises.
- 3.12.3 Not to install or use within the Demised Premises any gaming pin-ball coin-in-the-slot amusement machines video game or other amusement machines whether mechanical or electronic.

As to Dealings

- 3.13.1 That there shall not at any time be any assignment transfer sub-letting parting with or sharing of possessions or occupation of the whole or of any part of the Demised Premises PROVIDED ALWAYS that if all the covenants and provisions hereinafter contained in this sub-clause are complied with the Tenant may assign the whole of

the Demised Premises with the previous consent in writing of the Landlord which shall not be unreasonably withheld.

- 3.13.2 Prior to the assignment of the whole of the Demised Premises the intended assignee shall covenant with the Landlord to observe and perform during the Term all the covenants on the part of the Tenant and the conditions contained in this Lease.
- 3.13.3 If an intended assignee of the whole of the Demised Premises shall be a limited liability company then if the Landlord shall reasonably require there shall be provided a guarantor or guarantors sufficient in the reasonable opinion of the Landlord for such company and such guarantor or guarantors shall prior to such assignment but with effect therefrom (jointly and severally if more than one) enter into covenants with the Landlord in the form or substantially in the form set out in the Seventh Schedule.
- 3.13.4 Not to charge or mortgage the Demised Premises other than as a whole and then only with the previous consent in writing of the Landlord such consent not to be unreasonably withheld.
- 3.13.5 Within 28 (Twenty-Eight) days after any assignment transfer charge or other devolution of the title to the Demised Premises to give notice in writing with particulars to the solicitor for the time being of the Landlord and to produce to him with such notice such assignment or transfer or the probate of Letters of Administration or other document effecting such devolution or a certified copy thereof (together with a devolution or a certified copy thereof (together with a copy thereof for this retention) and to pay to him his reasonable fee (not being less than twenty-five pounds (£25)) for the registration of each such deed or document.

To Permit Entry by the Landlord and Others

- 3.14.1 To permit the Landlord and all persons authorised by it with all necessary appliances at all reasonable time (but after at least twenty-four hours prior written notice except in emergency) to enter the Demised Premises for the purpose of viewing the state and condition thereof or of inspecting any works in progress and in case there shall be found any defects or disrepair for which the Tenant is liable or removal of Landlord's fixtures or unauthorised alterations or additions or work not conforming with any consent or licence given by the Landlord or any other breach of any of the covenants on the part of the Tenant herein contained to carry out after receipt of notice in writing in that behalf and within such reasonable period as shall be specified in such notice such repairs works replacements or removals or take such other steps as may be necessary to remedy any such breach to the reasonable satisfaction of the Landlord and in case of default the Landlord may without prejudice to any other right or remedy itself execute such repairs works replacements and removals or take such other steps as aforesaid and the costs (including professional fees another expenses) incurred by the Landlord in so doing shall on demand be paid by the Tenant to the Landlord together with interest thereon at the stipulated Rate but calculated from the date of expenditure by the Landlord.
- 3.14.2 To permit the Landlord and all persons authorised by it from time to time at all reasonable times (but after at least twenty-four hours written notice except in

emergency) to enter and remain upon the Demised Premises with all necessary appliances.

- (i) to execute work to any adjoining or neighbouring Demised Premises of the Landlord.
- (ii) to construct alter maintain inspect operate repair or fix anything serving or intended to serve the Demised Premises or any adjoining or neighbouring Demised Premises and running through or intended to run through under on or over the Demised Premises.
- (iii) for the purpose of taking inventories of the landlord's fixtures and things to be yielded up at the expiration of the Term.
- (v) To inspect the progress of any works undertaken by the Tenant pursuant to any obligation under this Lease or any licence or consent given pursuant to the term hereof or otherwise and/or to prepare any schedule of works specifications or estimates required by the Landlord prior to or in contemplation of the exercise by the Landlord of any rights of entry of the Landlord in case of the Tenant's default

The person entering causing as little disturbance to the Tenant and the Tenant's business as reasonably practicable and forthwith making good any damage caused to the Demised Premises.

3.14.3 To permit the Landlord and all others authorised by the Landlord at all reasonable times (but after at least 24 (Twenty-Four) hours notice except in emergency) to enter and remain upon or pass through the Demised Premises.

- (i) For the purpose of carrying out or in connection with the services matters or things mentioned in the Fourth and Fifth Schedules (inclusive) hereto.
- (ii) For the purpose of complying with any covenant on the part of the Landlord herein contained.
- (iii) For the purpose of inspecting repairing maintaining decorating replacing or renewing any pressure relief units or other fire alarm security or prevention equipment within the Demised Premises or the walls bounding the same.
- (iv) For the purpose of inspecting and testing the Tenant's connections to any Essential Services Boxes or connection points and any sprinkler flow valves within the Demised Premises.
- (v) For the purpose of inspecting testing and reading any meters within the Demised Premises
- (vi) For the purpose of operating repairing maintaining and renewing any fire and/or smoke shutters installed by the Landlord any shutter motors and batteries and associated equipment within the Demised Premises or the walls bounding the same for the operation of shutters outside the Demised Premises.
- (vii) For the purpose of operating maintaining and renewing any hose reels or ancillary equipment situate in the walls bounding the Demised Premises and serving the Common Parts.

The persons entering causing as little disturbance to the Tenant and the Tenant's business as reasonably practicable and forthwith making good any damage caused to the Demised Premises.

3.14.4

- (i) to permit the Landlord during the 6 (Six) months immediately preceding February 2036 to affix and retain without interference to any part of the exterior of the Demised Premises (but so as not unduly to obscure the windows or any box sign or showcase thereof or interfere with the Tenant's use thereof) a notice for reletting the same and during the said six months to permit persons with written authority from the Landlord or its agents at reasonable times of the day by 48 (Forty-Eight) hours prior written notice to view the Demised Premises.
- (ii) at all convenient hours in the daytime to permit all prospective purchasers of or dealers in the Landlord's reversionary interest with the written authority of the Landlord or its agents to view the Demised Premises without interruption subject to at least 48 (Forty-Eight) hours written notice being given.

3.14.5 To permit the Landlord and others authorised by it to remove (and to enter upon the Demised Premises for that purpose) any figure letter pole flag signboard advertisement inscription bill placard or sign which may have been erected or exhibited in breach of the relevant covenant on the part of the Tenant herein contained and dispose of the same as it or they shall think fit without thereby incurring any liability to the Tenant and all reasonable costs and expenses thereby properly occasioned shall be paid by the Tenant to the Landlord on demand together with interest thereon at the stipulated Rate but calculated from the date of expenditure by the Landlord.

As to the Payment of Certain Costs and as to Indemnities

3.15.1 To pay all reasonable and proper costs expenses and commission (including bailiffs commission) and including Value Added Tax and disbursements properly incurred by the Landlord incidental to or in connection with any of the following:-

- (i) the preparation and service of any notice under Section 146 of the Law of Demised Premises Act 1925 or incurred in or in reasonable contemplation of proceedings under Section 146 and 147 of that Act or any statutory modification or re-enactment thereof notwithstanding in any such case that forfeiture may be avoided otherwise than by relief granted by the Court.
- (ii) the preparation and service of any notice under Section 146 of the Law of Demised Premises Act 1925 or incurred in or in reasonable contemplation of proceedings under Section 146 or 147 of that Act or any statutory modification or re-enactment thereof notwithstanding in any such case that forfeiture may be avoided otherwise than by relief granted by the Court.
- (iii) the preparation and service of any notice or schedule relating to dilapidations whether the same is served before or after the termination of the Term but relating to dilapidations accrued prior to the termination of the Term.
- (iv) any application for a licence or consent required hereunder from the Landlord whether or not such licence or consent shall be forthcoming

(unless such consent shall not be forthcoming in circumstances where it shall be found that the Landlord was unreasonable in withholding the same).

- 3.15.2 To pay and make good to the Landlord all and every loss and damage whatsoever incurred or sustained by the Landlord as a consequence of any breach or non-observance of the Tenant's covenants herein contained and to indemnify the Landlord from and against all actions claims liability costs and expenses thereby arising, including, without limitation, any costs associated with dealing with dishonoured cheques rendered by the Tenant.
- 3.15.3 To indemnify and keep indemnified the Landlord from liability in respect of any injury to or the death of any person damage to any Demised Premises movable or immovable the infringement disturbance or destruction of any right easement or privilege or otherwise by reason of or arising directly or indirectly out of the repair or state of repair (which is the Tenant's responsibility hereunder) or any alteration to or any use of the Demised Premises and all claims and demands of whatsoever nature in respect of any such liability.
- 3.15.4 To be responsible for and to indemnify the Landlord against all damage occasioned to the Demised Premises or any other part of the Centre or to any person caused by any act default or negligence of the Tenant or the servants agents licensees or invitees of the Tenant.
- 3.15.5 To indemnify the Landlord against any charge to tax and any interest and penalties payable in respect thereof arising by reason of the assignment change of use or works (as the case may be) permitted by or by reason of this Lease or by or by reason of any licence granted to the Tenant or by reason of the obtaining of any consents required to be obtained under the terms of any such licence.

To Comply with Further Stipulations Restrictions and Regulations

- 3.16.1 To comply at all times with the stipulations and restrictions set out in the Sixth Schedule hereto.
- 3.16.2 To comply with such reasonable regulations as the Landlord or the Landlord's managing agents shall from time to time make for the general convenience of the tenants and occupiers of the Centre or any parts thereof and the good management of the Centre or any part thereof.

To Carry out Works

- 3.17 To carry out in good and workmanlike manner with good quality materials and in accordance with all statutory requirements relevant thereto the works specified in the specification annexed hereto and to complete such works to the reasonable satisfaction of the Landlord within two weeks of the date hereof.

Not to Use for Prohibited Uses

- 3.18.1 Notwithstanding anything else contained in this Lease the Demised Premises or any part thereof shall not be used:
- (a) For the sale or distribution of any audio records (including audio cassettes) or for any video tapes video discs, video cassettes or video cartridges or forms of recording by any technology developed from time to time under which

visual images are capable of being shown as a moving picture whether or not combined with sound.

- (b) As a Gaming Casino.
- (c) For the retail sale of ceramics and/or porcelain and/or china.
- (d) For the retail sale of stationery prints posters or greetings cards.
- (e) For the retail sale of books

3.18.2 The Landlord may in its absolute discretion from time to time by notice in writing to the Tenant specifically referring to this sub-clause (but not otherwise) waive either in whole or in part any of the restrictions contained in this sub-clause 3.18 and in that event this Lease shall have effect accordingly.

Plans, Documents and Information

3.19.1 If called upon to do so to produce to the Landlord or the Landlord's surveyors all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with.

Premises Licence

In relation to the Premises Licence the Tenant covenants with the Landlord:

- 3.19.1 That it will not without the previous written consent of the Landlord transfer surrender or attempt to transfer or surrender the Premises Licence or allow it to lapse;
- 3.19.2 That it will not do or omit to do anything whereby the Premises Licence may be forfeited or revoked or subject to review or its transfer be refused or endangered or a closure order be made in respect of the Property;
- 3.19.3 That it will not without the previous written consent of the Landlord give any undertaking relating to the Premises Licence;
- 3.19.4 That it will not do or omit to do on the Property or elsewhere anything whereby it might render itself or any personal licence holder liable to conviction for any offence under the Licensing Act;
- 3.19.5 That it will observe and perform any conditions on the Premises Licence and procure their observance and performance by the designated premises supervisor and any personal licence holder for the time being working at the Property;
- 3.19.6 That it will obtain the prior consent of the licensing authority before carrying out any alterations to the Property to which the Landlord has given its consent and for which an application to vary the Premises Licence is necessary under the Licensing Act;
- 3.19.7 That it will give immediate notice in writing to the Landlord of:
 - 3.19.7.1 Any complaint or formal or informal warning given by any responsible authority or interested party under the Licensing Act in respect of the conduct of the business at the Property and of any summons issued against the Tenant or the Premises Licence holder or the designated premises supervisor or any personal licence holder for the time being engaged in the conduct of the business at the Property;

- 3.19.7.2 Any notice received by the Tenant or the Premises Licence holder of an intention to apply for a review of the Premises Licence in respect of the Property;
- 3.19.7.3 Any person having been convicted of any criminal offence committed upon the Property or having been arrested on the charge of committing any such offence or having been served with any summons in respect of any such offence or having been served with a fixed penalty notice;
- 3.19.8 That it will at its own expense and at all proper times promptly pay all fees required to maintain the Premises Licence for the benefit of the Property;
- 3.19.9 That on or before the termination of the Term it will procure the written consent of the Premises Licence holder to transfer the Premises Licence to the person nominated by the Landlord and for that purpose sign all documents and attend such hearings as shall be necessary provided that if the Tenant refuses or neglects to procure the written consent to transfer the Premises Licence as required by this clause it shall be lawful for the Landlord and the Landlord is hereby irrevocably appointed by the Tenant to do all things necessary to effect such consent and for such purposes to sign any document for and on behalf of and in the name of the Tenant and to appear before the licensing authority by its solicitors or agents and to consent as the agent of the Tenant to a transfer being made to the person seeking to be the new holder of the Premises Licence.
- 3.19.10 If called upon to do so to produce to the Landlord or the Landlord's surveyors all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with.

COVENANTS BY THE LANDLORD

4. THE Landlord HEREBY COVENANTS with the Tenant as follows:

For Quiet Enjoyment

- 4.1 That the Tenant paying the Rents and observing and performing the several covenants and stipulations herein on its part contained shall peaceably hold and enjoy the Demised Premises during the Term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

To Provide Certain Services

- 4.2 Subject as hereinafter provided and subject always to the due payment of the Rent the additional rents and all other moneys payable hereunder.
- 4.2.1 to keep the main structure of the Centre in good repair.
- 4.2.2 to keep so far as practicable the Common Parts of the Centre reasonably cleansed and fit.
- 4.2.3 to keep the Public Areas and the lavatory accommodation referred to in the First Schedule hereto in good repair and decorative order.
- 4.2.5 (so far as it is within the Landlord's control)) to provide an electricity supply to the Demised Premises by means of the Landlord's transforming equipment but only so long as the maintenance of such supply is not the responsibility of the relevant statutory undertaker.

- 4.2.6 To provide for the use of the Tenant (if necessary in common with other tenants) adequate facilities for the disposal of refuse within or adjacent to the Centre (such facilities to be reasonably stipulated by the Landlord from time to time).

To Insure

- 4.3 At all times during the Term to keep the Centre (other than the Excluded Premises (as hereinafter defined)) insured (or procure that the same are kept insured) in the full costs of reinstatement against loss or damage by the insured Risks together with architects' surveyors' engineers' and other professional fees and also the loss of Rent and loss of Service Charge as provided in Sub-Clause 3.6.1(b) and (c) hereof and to supply upon request to the Tenant sufficient particulars of such insurance.

To Make Good Damage Caused by Insured Risks

- 4.4 In the event of the Demised Premises or the Common Parts being destroyed or damaged by any of the Insured Risks and subject to the previous compliance by the Tenant with the covenants of the Tenant as in insurance hereinbefore contained and provided that the Landlord's insurance has not been vitiated or payment thereunder refused in whole or in part as a result of any act or default on the part of the Tenant or the Tenant's servants or agents with all due diligence to take such steps as may be requisite and proper to procure that any necessary building license and permits under any regulations or enactment for the time being in force are obtained to enable the Landlord to rebuild and reinstate the Demised Premises or the Common Parts as the case may be and as soon as such licences and permits have been obtained and provided the same remain unrevoked and subject to all necessary labour and materials being available to pay out (or procure such payment out) of all moneys received in respect of such insurance (or from the Tenant pursuant to the Tenant's covenants as to insurance hereinbefore contained) (other than for architects' surveyors' and other professional fees and loss of Rent and loss of Service Charge and other consequential loss) in rebuilding reinstating replacing and making good the Demised Premises or the Common Parts (as the case may be) in accordance with the original design thereof or with such variations as may be necessary by reason of the then existing statutory provisions bye-laws and regulations affecting the same or any necessary planning approval or as may be reasonably required by the Landlord And in case the insurance moneys shall be insufficient for that purpose the Landlord shall make up the deficiency out of the Landlord's own moneys PROVIDED THAT if for any reason it is not possible for the Landlord to rebuild and reinstate the Demised Premises all insurance monies shall belong to the Landlord absolutely and the Tenant shall have no interest therein or claim in respect thereof.

PROVISOS

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

Re-entry

- 5.1 That:

- 5.1.1 if the Rent or the other moneys hereby reserved or any part thereof or any other sum payable by the Tenant pursuant to any provision contained in this Lease or any

part thereof shall at any time be in arrears and unpaid for 3 (Three) working days after the same shall have become due (whether or not any formal or legal demand therefore shall have been made) or

- 5.1.2 if the Tenant shall at any time fail to perform or observe any of the covenants conditions or agreements herein contained and on the part of the Tenant to be performed and observed or
- 5.1.3 if the Tenant shall enter into liquidation whether compulsory or voluntary (not being a voluntary liquidation for the purposes of amalgamation or reconstruction) or if a receiver (whether or not an administrative receiver) of any of the assets of the Tenant shall be appointed or if an administration order in respect of the Tenant shall be made or if any execution shall be levied in respect of any of the assets of the Tenant or any arrangement or composition for the benefit of the creditors of the Tenant shall be made or
- 5.1.4 if an interim receiver shall be appointed or a bankruptcy order in respect of the shall be made

THEN it shall be lawful for the Landlord or any persons duly authorised by the Landlord to re-enter upon the Demised Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the same thenceforth as if this Lease had not been made but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants on the part of the Tenant herein contained or in respect of any obligation of the Tenant which arises or continues following re-entry.

Cesser of the Rent and certain other moneys

- 5.2 In the event of the Demised Premises or any part thereof or any of the Common Parts necessary for the use and enjoyment of the Demised Premises at any time during the Term being damaged or destroyed by any of the Uninsured Risks so as to render this Demised Premises or any part thereof unfit for use then (unless the policy moneys become irrecoverable in whole or in part through any act or default of the Tenant and subject as hereinafter provided in this Clause) the Rent and moneys payable pursuant to the Fourth Schedule hereto or a fair proportion thereof according to the extent to which the Demised Premises is rendered unfit for use shall be suspended from the date upon which such damage or destruction shall occur until the Demised Premises or the relevant part or parts thereof shall again be fit for use and any dispute concerning this sub-clause shall be determined by a single arbitrator in accordance with the Arbitration Acts 1950 and 1979 to be appointed upon the application of either the Landlord or the Tenant by the President for the time being of the Royal Institution of Chartered Surveyors Provided Always that the aforementioned suspension of the Rent and other moneys shall not apply to any moneys payable by the Tenant pursuant to the Fourth Schedule hereto in respect of any services or matters supplied or provided for prior to the date of such damage or destruction or in respect of the Rent or money payable for any period prior to the said date.

Demise not to confer rights to enforce covenants against others or to grant further rights

- 5.3 Nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or any other

instrument relating to any other part or parts of the Centre or to any other premises belonging to the Landlord or limit or affect the right of the Landlord to deal with the same now or at any time hereafter in any manner which may be thought fit and the demise hereby made shall not be deemed to include and shall not operate to convey or demise any ways Conduits lights liberties privileges easements rights or advantages whatsoever in through over or upon any land adjoining or near to the Demised Premises except as herein expressly provided.

Limitation of Landlord's liability for the provision of services

- 5.4.1 The Landlord shall be under no obligation to provide or supply any services or other things save those services or things which the Landlord hereinbefore expressly covenants to provide or supply and notwithstanding anything in any provision contained in this Lease the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any interruption in any of the services or things which the Landlord does provide or supply from time to time by reason of any necessary inspection overhaul repair or maintenance of any plant equipment installations or apparatus or damage thereto or destruction thereof by any cause whatsoever or by reason of electrical mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials water or labour or whole or partial failure or stoppage of any mains supply or by reason of other circumstances of whatsoever nature beyond the control of the Landlord.
- 5.4.2 Without prejudice to any other right or remedy available to the Landlord if at any time the Tenant shall without reasonable justification fail to pay the Rent or any part or parts thereof or any other sum payable hereunder or any part thereof the Landlord shall be entitled to discontinue or disconnect any of the services or things which the Landlord hereinbefore expressly covenants to provide or supply or which the Landlord may for the time being be providing or supplying.

No Warranty as to Permitted Use

- 5.5 Nothing herein contained or implied nor any statement or representation made by or on behalf of the Landlord prior to the date hereof shall be taken to be a covenant warranty or representation that the Demised Premises can lawfully be used for the permitted use.

Limitations on Landlord's obligations to insure

- 5.6 The Landlord shall be deemed to be complying with its obligations as to insurance under this Lease notwithstanding that the insurance for the time being maintained by the Landlord is subject to conditions or limitations which the Landlord has considered it reasonable to accept and without prejudice to the foregoing nothing in this Lease shall require the Landlord at any time to insure against loss or damage or destruction from any cause for which United Kingdom insurance offices of repute are not for the time being prepared to grant insurance.

Variation of the extent of the Centre

- 5.7.1 At any time or times the Landlord may by notice in writing to the Tenant change the extent of the Centre whether by adding thereto or taking away therefrom any land building or structure or any part of a building or structure.

4. Full and free right and liberty for the Tenant upon reasonable prior written notice to the Landlord and at such times as the Landlord shall reasonably determine to enter upon such part of the Common Parts as may be reasonably necessary for the purpose of repairing or maintaining the Demised Premises the Tenant in the exercise of such right doing as little damage as possible and forthwith making good any damage done to the reasonable satisfaction of the Landlord
5. The right of support shelter and protection (as appropriate) for the Demised Premises from other parts of the Centre as the same are now enjoyed
6. The right for the Tenant and its employees in common with all others having the like right to use during the Opening Hours on any Centre Opening Day the lavatory accommodation in the sub-basement of the Centre or such alternative lavatory accommodation as may from time to time be allocated by the Landlord for use by the Tenant in common with others
7. The right for the Tenant to use for the purpose of storage of items in which the Tenant shall under the terms of this Lease be from time to time entitled to trade such storage area not being of an area of less than 200 square feet as shall from time to time be allocated by the Landlord for use by the Tenant Provided Always that the Tenant shall be responsible for providing the cage for the area allocated and for maintaining security in respect of any goods stored therein

THE SECOND SCHEDULE

Exceptions and Reservations

EXCEPT AND RESERVED unto the Landlord and all other persons at any time authorised by the Landlord or otherwise so entitled:

1. full right and liberty at all times without obtaining any consent from or making any compensation to the Tenant to build upon any land or building now or hereafter during the Perpetuity Period belonging to the Landlord (adjoining or near to the Demised Premises) or otherwise deal with or use such land as the Landlord or such other persons may think fit notwithstanding that the access of light and air to the Demised Premises may be affected provided that such building shall not preclude access to the Demised Premises or the lavatory accommodation and storage accommodation from time to time allocated for use by the Tenant
2. full and free right
 - (1) of running of water soil gas electricity the flow of air and the passage of smoke or other effluvia from and to any other parts of the Centre and any other premises of the Landlord adjoining or near thereto and the buildings which now are or may during the Perpetuity Period be erected thereon through the Conduits which now are or may hereafter at any time during the Perpetuity Period be upon in over or under the Demised Premises
 - (2) during the Perpetuity Period to build additional or relay any Conduits upon in over through or under the Demised Premises in such a way as to cause as little inconvenience to the Tenant or the Tenant's business as reasonably possible in connection with any adjoining or neighbouring Demised Premises now or hereafter during the Perpetuity Period belonging to the

Landlord and to enter upon the Demised Premises for that purpose but subject to making good all damage to the Demised Premises thereby occasioned

- (3) to make connections with any Conduits which now are or may hereafter during the Perpetuity Period be upon in over or under the Demised Premises and to enter upon the Demised Premises for that purpose but subject to the making good of all damage to the Demised Premises thereby occasioned
 - (4) to enter and remain in the Demised Premises for the purpose of carrying out any inspection repairs maintenance of or other necessary works to any Conduits (and any associated equipment valves and controls) upon over in through or under the Demised Premises and serving other premises within the Centre where such inspection repairs maintenance or other works cannot reasonably be carried out from outside the Demised Premises the persons exercising such right causing as little inconvenience as reasonably practicable and making good all damage to the Demised Premises thereby occasioned
3. full right and liberty to enter upon the Demised Premises at any time during the Term upon reasonable prior notice to the Tenant in order to build on or into any party of boundary wall of or to the Demised Premises the persons exercising such rights making good all damage to the Demised Premises thereby occasioned
 4. the right to enter upon and/or to pass through the Demised Premises for the purpose of access to and egress from any part of the Centre (including without prejudice to the generality thereof all ducts shafts and light wells) to which access cannot readily be obtained without entry upon the Demised Premises
 5. the right to restrict temporarily the exercise of the rights mentioned in paragraphs 1, 2 and 3 of the First Schedule in connection with any of the services matters of things mentioned in the Fourth or Fifth Schedules of this Lease but in such manner as to cause as little disturbance as practicable to the Tenant
 6. the right for the Greater London Council or its successors in title and the Lord Mayor and Citizens of the City of Westminster and their officers and others to enter on the Demised Premises in the exercise of the rights conferred upon them or either of them under or by virtue of the Planning Agreement
 7. full and free right upon at least 48 hours prior written notice (except in case of emergency) to enter and remain upon the Demised Premises where no alternative means of access is practicable for the purpose of inspecting repairing maintaining removing and/or installing plant machinery or equipment in the plant room situate above the Demised Premises access to which plant room is required through the ceiling of the Demised Premises The persons exercising such right causing as little damage disturbance and inconvenience as reasonably possible and making good all damage caused to the Demised Premises occasioned thereby
 8. The right of support shelter and protection (as appropriate) to other parts of the Centre from the Demised Premises as the same are now enjoyed

THE THIRD SCHEDULE

Rent Review

1 Review of the Rent

- 1.1 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 paragraph 1.7 of this Schedule.
- 1.2 The amount of the Rent shall be reviewed on each Review Date to equal:
- 1.2.1 the Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Rent or restriction on the right to collect it) or, if greater;
- 1.2.2 the open market rent agreed or determined pursuant to this clause.
- 1.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 1.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best Rent (exclusive of any VAT) at which the Demised Premises could reasonably be expected to be let:
- 1.4.1 in the open market;
- 1.4.2 at the relevant Review Date;
- 1.4.3 on the assumptions listed in paragraph 1.5 of this Schedule; and
- 1.4.4 disregarding the matters listed in paragraph 1.6 of this Schedule.
- 1.5 The assumptions are:
- 1.5.1 the Demised Premises is available to let in the open market:
- 1.5.1.1 by a willing lessor to a willing lessee;
- 1.5.1.2 as a whole;
- 1.5.1.3 with vacant possession;
- 1.5.1.4 without a fine or a premium;
- 1.5.1.5 for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of 10 (Ten) years commencing on the relevant Review Date, if longer; and
- 1.5.1.6 otherwise on the terms of this lease other than as to the amount of the Rent but including the provisions for review of the;
- 1.5.2 the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Demised Premises;
- 1.5.3 the Demised Premises 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;

- 1.5.4 the Landlord and the Tenant have fully complied with their obligations in this lease;
- 1.5.5 if the Demised Premises, or any means of access to it or any Service Media serving the Demised Premises, has been destroyed or damaged, it has been fully restored;
- 1.5.6 no work has been carried out on the Demised Premises that has diminished its rental value other than work carried out in compliance with clause 3.7;
- 1.5.7 any fixtures, fittings, machinery or equipment supplied to the Demised Premises 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 Demised Premises; and
- 1.5.8 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 Demised Premises.
- 1.6 The matters to be disregarded are:
 - 1.6.1 any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Demised Premises;
 - 1.6.2 any goodwill attached to the Demised Premises by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
 - 1.6.3 any effect on rent attributable to any physical improvement to the Demised Premises carried out after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
 - 1.6.4 any effect on rent of any obligation on the Tenant to reinstate the Demised Premises to the condition or design it was in before any alterations or improvements were carried out; and
 - 1.6.5 any statutory restriction on rents or the right to recover them.
- 1.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.
- 1.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 1.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with

such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

- 1.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and paragraph 1.7 of this Schedule shall then apply in relation to the appointment of a replacement.
- 1.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other 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.
- 1.12 If the revised Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. On the date the revised Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
 - 1.12.1 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 Rent and the amount that would have been payable had the revised Rent been agreed or determined on or before that Review Date; and
 - 1.12.2 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 Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.
- 1.13 Time shall not be of the essence for the purposes of this clause.
- 1.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Rent.
- 1.15 As soon as practicable after the amount of the revised 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.

THE FOURTH SCHEDULE

Service Charges

Definitions

1. In this Schedule the following expressions shall have the meanings hereinafter respectively assigned to them that is to say:
 - 1.1 "Accounting Period" means a period of twelve months ending on 31st December or such other annual period as the Landlord may in its discretion from time to time

determine as being that for which the accounts of the Landlord relating to the charges herein provided for shall be made up

- 1.2 "Excluded Premises" means those parts of the Centre (other than any Conduits passing there through and serving or intending to serve the remainder of the Centre) as the Landlord shall have designated or shall hereafter reasonably designate as Excluded Premises from time to time having regard to the fact that such parts so designated are not intended to receive the benefit of the Services
- 1.3 "Retained Parts" means the whole of the Centre except the Excluded Premises and the Lettable Areas and in particular (but without prejudice to the generality of the foregoing) the Retained Parts include:
- (a) the Common Parts
 - (b) accommodation for management and other staff
 - (c) control rooms for the security system and monitoring equipment for the Centre
 - (d) plant rooms and storage premises and workshops used in connection with the provisions of any services for the Centre
 - (e) any premises of whatsoever nature provided for the benefit of staff or persons coming to the Centre
 - (f) any premises of whatsoever nature made available for the use of any tenants as ancillary to their demise but not let to such tenants
- 1.4 "The Lettable Areas" means those parts of the Centre (other than the Excluded Premises) which are for the time being let or intended to be let by the Landlord (but excluding the Retained Parts)
- 1.5 "the Tenant's Service Proportion" means the Service Charge Percentage specified in the Particulars Provided Always and if the Landlord shall hereafter so determine the Tenant's Proportion shall be such other proportion or the aggregate of such other proportions as the Landlord shall from time to time reasonably consider to be fair and equitable and the provisions of sub-paragraph 8.6 of this Schedule shall be relevant to such determination
- 1.7 "HVAC Services" means the supply of the following services for heating ventilation and air conditioning:
- (i) chilled water
 - (ii) condenser water
 - (iii) hot water
 - (iv) any other service of a similar type which may from time to time be supplied
- 1.8 "the Services" means the following services matters expenses provisions or things:

- 1.8.1 the inspection maintenance and repair of the Centre and each and every part thereof including any boundary and other walls or party walls arcades ways and pavement within the curtilage of the Centre or serving the same or any part thereof and all Conduits and landlords fixtures and fittings in or serving the Centre or any part thereof (except to the extent that any such (i) form part of the Excluded Premises or (ii) are the responsibility of any tenant of the Centre)
- 1.8.2 the cleaning painting or other appropriate treatment of all exterior parts of the Centre exterior facades doors and windows including the facades doors and windows to any atria or light wells (except to the extent as aforesaid)
- 1.8.3 the sweeping cleaning lighting painting papering and the decoration and maintenance of the Retained Parts and the sweeping cleaning and lighting of any areas adjoining the Centre
- 1.8.4 the maintenance operation inspection repair overhaul replacement and renewal (including the acquisition of a stock of spare parts and other items in anticipation of future requirements and the expense of any replacement guarantee contract) of
- (a) all heating ventilation and air conditioning plant equipment and machinery used for or in connection with the supply of the HVAC Services in the Centre
 - (b) all hoists lifts escalators and all associated plant equipment and machinery
 - (c) any fire and smoke alarms fire fighting prevention and detection equipment and smoke detection extraction or ventilation equipment including fire and/or smoke shutters and pressure relief units which may from time to time be installed in the Centre
 - (d) any refuse containers compactors incinerators trolleys vehicles and ancillary equipment and machinery in or serving the Centre or any part thereof
 - (e) any electricity generating transforming monitoring metering and distribution plant machinery and equipment in or serving the Centre or any part thereof (save such as is the responsibility of the relevant statutory undertaker)
 - (f) any security control plant or equipment intruder alarms plant monitoring and plant control equipment and internal communications equipment and radios
 - (g) any other plant machinery or equipment of whatsoever nature used for or in connection with any of the services matters or things mentioned in this sub-paragraph or otherwise used for the benefit of the Centre or any part thereof or persons resorting thereto (except any for the exclusive use of any particular tenant)
- 1.8.5 the supply provision maintenance replacement repair and renewal of:
- (a) any carpets furniture seating furnishings floral and other decorations for the Retained Parts

- (b) any plant tubs or containers (including the provision of plants trees shrubs and flowers therein and in any pool) and any other decorative features including water features fountains childrens recreational equipment and landscaping in the Retained Parts
- 1.8.6 the provision and maintenance of communications within the Centre including closed circuit television telephones and public address systems including the provision of music and the payment of any charges or licence fees in connection therewith
 - 1.8.7 the provision of information general directional signs and guidance services first aid nursery and other facilities for the benefit of those visiting the Centre
 - 1.8.8 the repair maintenance cleaning lighting and decoration of all lavatories within the Centre (other than those within Lettable Areas) and the supply provision maintenance replacement and renewal of all sanitary equipment therein and the provision of toilet requisites
 - 1.8.9 the provision and maintenance of any security safety fire prevention and precaution measures for the Centre or part or parts thereof (including the expenses and remuneration of a fire officer) as the Landlord or the Landlord's managing agents in its or their absolute discretion shall from time to time consider expedient or desirable
 - 1.8.10 the provision erection and maintenance and (where appropriate) removal of all notice boards directories and signs in the Retained Parts
 - 1.8.11 the collection compaction treatment and disposal of refuse and the maintenance of adequate pest control measures
 - 1.8.12 the supply of the HVAC Services for the Centre (other than to the Excluded Parts and the Lettable Areas)
 - 1.8.13 the amounts from time to time assessed by the Landlord's insurers by way of premium as being payable by the Landlord for providing insurance cover which may from time to time be effected by the Landlord in respect of the following matters or any of them
 - (a) any liability to the public or third parties (including liability pursuant to the Defective Premises Act 1972) by virtue of the Landlord's ownership or occupation of the Centre or any part thereof
 - (b) the loss or damage to all plant machinery equipment chattel or thing used in or in connection with the provision of services in or for the Centre (save as provided for in Clause 3.6.1 (a) hereof) (including if required by the Landlord insurance against breakdown)
 - (c) such other damage loss liability or claim which may arise in relation to any of the services matters or things herein mentioned and the employment of staff or others in connection therewith
 - 1.8.14 the general supervision management and administration of the Centre or any part thereof

- 1.8.15 the discharge of any outgoings (whether rates taxes licence fees or impositions of any other kind whatsoever) for the time being assessed charged imposed upon or payable in respect of the Retained Parts or for or in connection with the use of any item connection with the provision of any service to the Centre
- 1.8.16 the provision of all fuel electricity gas oil or other power sources from time to time used in running or operating all services things or matters mentioned herein and in connection with the Retained Parts
- 1.8.17 water rates or other charges for the supply of water to the Centre
- 1.8.18 the provision maintenance and replacement of all tools appliances equipment and materials which shall be used in connection with the services matters or things herein mentioned including cleaning tools equipment and materials office equipment telephones and stationery and toilet requisites
- 1.8.19 the promotion of the Centre generally including all advertising (in any media) presentations public relations and promotional activities as the Landlord or the Landlord's managing agents shall from time to time reasonably deem appropriate or desirable
- 1.8.20 the employment or engagement and remuneration of staff servants contractors managing agents agents auditors consultants professional advisers and any other persons in connection with the provision of the services matters or things herein mentioned the general supervision management and administration of the Centre and of the staff and others providing services thereto and the ascertainment apportionment auditing and collection of the Service Cost (as hereafter defined) and all expenditure in relation to the employment of staff and others including the training of staff the provision of appropriate facilities for such staff the provision of appropriate clothing expenses the payment of the statutory and such other insurance health pension welfare travelling expenses and allowances and maintenance expenses clothing allowances refreshment and meal allowances and other payments (including redundancy or other similar payments) allowances contributions and premiums as the Landlord may reasonably deem desirable or necessary in connection with such employment or engagement or the terms thereof
- 1.8.21 the provision maintenance repair and furnishing of any appropriate accommodation whether or not within the Centre for any persons for the time being employed for or in connection with the provision of any of the services matters or things mentioned herein
- 1.8.22 the taking of any steps to comply with or thought desirable or expedient by the Landlord for complying with and/or making representations against or otherwise contesting the incidence of the provisions of any legislation or orders of proposals or statutory requirements thereunder concerning town planning public health highway streets drainage or other matters relating to or alleged to relate to the Centre or any part thereof or any Demised Premises thereon
- 1.8.23 provision to cover the reasonably estimated anticipated costs of the future replacement or renewal of the plant machinery or equipment herein mentioned and/or in respect of the provision of any of the other services matters or things herein mentioned as the Landlord shall from time to time in its reasonable discretion determine

- 1.8.24 the provision and maintenance of any items (whether Demised Premises or services) not specified elsewhere which the Landlord may in its reasonable discretion have decided from time to time should be provided for the benefit of the users of the Centre (whether lessees or visitors or others)
- 1.8.25 the payment of any value added tax or other similar tax or taxes payable in respect of the services matters or things hereinbefore mentioned
- 1.9 "Service Cost" in relation to an Accounting Period means all costs expenses and outgoings expended or incurred or which may become payable or which are provided for by the Landlord in the provision or supply of Services in respect of the relevant Accounting Period and the expression "all costs expenses and outgoings" as hereinbefore used shall be deemed to include not only those costs expenses and outgoings and other expenditure which have been actually expended incurred or made by the Landlord during the relevant Accounting Period but also such reasonable part of all such costs expenses outgoings and other expenditure which are of a periodically recurring nature (whether recurring at regular or irregular intervals) whenever expended incurred or made and whether prior to the commencement of the Term or otherwise and including a sum or sums of money by way of reasonable provision for anticipated future expenditure in respect thereof as the Landlord or the Landlord's managing agents may in its or their discretion allocate to the relevant Accounting Period as being fair and reasonable in all the circumstances
- 1.10 "the HVAC Costs" in relation to an Accounting Period means the costs (reasonably determined by the Landlord or the Landlord's managing agents) of the supply of HVAC Services to the Centre (other than to the Excluded Parts and the Lettable Areas) for the Relevant Accounting Period

Tenant's Share of Service Cost

2. The share of the Service Cost for an Accounting Period payable by the Tenant shall be an amount equal to £125,000.00 (One Hundred and Twenty Five Thousand Pounds) or the Tenant's Service Proportion of Service Cost for that Accounting Period, whichever is higher

Tenant's Share of HVAC Costs

3. The Share of the HVAC Costs for an Accounting Period payable by the Tenant shall be an amount equal to the Tenant's HVAC Proportion of the HVAC Costs for that Accounting Period

The Keeping of Accounts

4. The Landlord or the Landlord's managing agents shall at all times keep accounts of the Service Cost and the HVAC Costs for each Accounting Period and such accounts shall upon reasonable request be open to inspection by the Tenant upon prior appointment and every entry in such accounts shall be sufficient evidence of the expenditure or provision recorded therein (save in the case of manifest error)

Payments on Account

5. For each Accounting Period the Tenant shall pay to the Landlord on account of the Tenant's liability hereunder an amount equal to the Landlord's or the Landlord's managing agents reasonable estimate of the aggregate of the

Tenant's Service Proportion of the Service Cost and the Tenant's HVAC Proportion of HVAC Cost for that Accounting Period and one quarter thereof shall be paid in advance on the Quarter Days in respect of every Quarter of such Accounting Period Provided That if at any time during an Accounting Period the Landlord shall require additional sums to be paid on account to enable the Landlord to provide the Services and/or the HVAC Services and shall give notice in writing to the Tenant to such effect the Tenant shall pay to the Landlord within fourteen days of demand thereof such additional sums as the Landlord shall so notify

Issue of Certificates for Accounting Period

6. As soon as practicable after the end of every Accounting Period the Landlord or Landlord's managing agents shall issue a certificate (based upon accounts which have been audited by a professionally qualified accountant (not being an in house accountant or member of the staff or the Landlord's managing agents) or firm of accounts to verify (in accordance with usual practice whether by random selection or otherwise) that the amounts shown by the accounts to have been expended or provided for are supported by invoices vouchers or other primary evidence of payment or provision) certifying the total amount of the Service Cost and the HVAC Costs for the preceding Accounting Period and that such certificate shall be conclusive and binding upon the Tenant and the Tenant shall be entitled to receive summaries of the Service Cost and HVAC Cost for the relevant Account Period

Adjustment at the end of each Accounting Period

7. Within fourteen days after the issue of the certificate as aforesaid such allowance shall be made to the Tenant or the Tenant shall make such payment on demand to the Landlord as shall be requisite for ensuring that the Tenant has paid the Tenant's Service Proportion of the Service Cost and the Tenant's HVAC Proportion of HVAC Cost in respect of the preceding Accounting Period Provided Always that the provisions of this paragraph shall continue to apply notwithstanding the termination of the Term but only in respect of any period prior to the termination of the Term

General

- 8.1 Subject to the Landlord's covenants contained in Clause 4 of this Lease the extent to which and the manner in which the Services and the HVAC Services or any of them are carried out and provided in any Accounting Period shall be within the discretion of the Landlord and without prejudice to the generality of the foregoing:
 - (a) the Tenant shall not be entitled to question any item of expenditure in an Accounting Period on the ground that it need not have been incurred in that Accounting Period and
 - (b) the cost of replacement of any item of plant machinery and equipment shall be treated as part of the Service Cost or HVAC Cost (as the case may be) whether or not the new item is of the same kind as the old
- 8.2 (a) Such of the walls ceilings floors or other structure as divide any part of the Excluded Premises from other premises in the Centre shall be severed as the Landlord shall consider being appropriate in all the circumstances

(b) In the event that and whenever any difference arises as to what is comprised within the Excluded Premises or the Lettable Areas at any time the determination of the Landlord acting reasonably in the matter shall be final and binding on the Tenant

- 8.3 If the Tenant's Service Proportion of Service Cost or the Tenant's HVAC Proportion of HVAC Costs for any Accounting Period shall be subject to any change during that Accounting Period the Tenant shall make payments on the basis of the relevant proportions prevailing at the beginning of the relevant Accounting Period and the Landlord shall not be required to make any adjustment at the end of an Accounting Period unless the Landlord shall otherwise so determine
- 8.4 Where in this Schedule there are references to services matters or things which are then stated to include certain services matters or things the reference to the particular services matters or things in each case is and shall be without prejudice to the generality of the wording preceding it
- 8.5 If for the purpose of ascertaining the Service Cost or HVAC Costs (as the case may be) for any Accounting Period an apportionment of any cost expense outgoing or provision is requisite such apportionment shall be made by the Landlord or the Landlord's managing agents in such manner as the Landlord or the Landlord's managing agents shall consider to be fair and proper and the Tenant shall be bound by such determination and shall not (save in the case of manifest error) be entitled to challenge the allocation of such apportioned cost expense outgoing or provision apportioned to Service Cost or HVAC Costs as the case may be
- 8.6 If at any time (or from time to time) the Landlord or the Landlord's managing agents in its or their discretion (acting in good faith) consider that the Tenant's Service Proportion should be changed then the Landlord shall be entitled to change the Tenant's Service Proportion to such other proportion as the Landlord reasonably considers to be fair and equitable and in addition the Landlord shall be entitled to designate that the Tenant's Service Proportion shall be the aggregate of different proportions for different items of the Services or categories thereof if it is reasonably considered by the Landlord that such different proportions are more appropriate to the apportionment of such services when the designation is made Provided Always that the Landlord shall be under no obligation to make any change in the Tenant's Service Proportion unless it so decides or to make any change which would prevent the Landlord recovering from tenants of the lettable Areas the full amount of the Service Cost
- 8.7 If for any reason any cost expense outgoing or provision relating to an Accounting Period shall have been left out of account the same may be included for any subsequent Accounting period
- 8.8 The amounts of the Tenant's Service Proportion of Service Cost and the Tenant's HVAC Proportion of HVAC Costs for the Accounting Period current at the commencement of the Term and the Accounting Period current at the termination of the Term (as the case may be) shall be apportioned by applying the fraction of which the numerator shall be the number of days of the Term during such Accounting Period or in the case of the Accounting Period current at the commencement of the Term the number of days from the Service Charge Commencement Date (if later) and the denominator shall be the total number of days in such Accounting Period

THE FIFTH SCHEDULE

Electricity Charges

1. In this Schedule the following expressions shall have the meanings hereinafter respectively assigned to them that is to say:
 - (i) "Electricity Costs" means in respect of any relevant period the amount or amounts payable by the Landlord from time to time in respect of electricity consumed in the Centre (other than those parts which receive a separate supply) for such period (including without prejudice to the generality of the foregoing all standing charges metered unit charges service supply and demand charges and tariffs fuel variation charges and other charges tariffs and surcharges from time to time charged by the relevant statutory undertaker)
 - (ii) "the Tenant's Consumption" means in relation to any relevant period the amount of electricity supplied by or on behalf of the Landlord to the Demised Premises for consumption therein or in connection therewith during that period ascertained by reference to the electricity meter installed to measure such consumption or in the event that the Demised Premises does not have a meter exclusively measuring such consumption or in the event that the Landlord shall reasonably consider that the meter is not in good working order ascertained by reference to the Landlord's or the Landlord's managing agents reasonable estimate of the amount of electricity consumed in the Demised Premises or in connection therewith
 - (iii) "Total Consumption" means in relation to any relevant period the total amount of electricity consumed in the Centre (other than those parts which receive a separate supply) during that period ascertained by reference to a meter installed to measure such consumption or in the event that such meter is inaccessible or is not in working order as advised by the relevant statutory undertaker or other person responsible for the supply of electricity to the Landlord for consumption in the Centre
 - (iv) "the Electricity Proportion" for any relevant period means the proportion which the Tenant's Consumption for the relevant period bears to the Total Consumption for that period
2. The Tenant shall pay to the Landlord on account of the Tenant's liability hereunder an amount equal to the Landlord's or the Landlord's managing agents reasonable estimate of the Electricity Proportion of the Electricity Costs and one quarter thereof shall be paid in advance on the Quarter Days as the Landlord shall require, failing which, the Landlord shall be entitled to terminate the electricity supplies to the Demised Premises until such time as the charges are paid together with the Landlord's costs incurred in any such action
3. The Landlord or the Landlord's managing agents shall upon demand as aforesaid issue a statement showing (a) the Tenant's Consumption (b) the Total Consumption (c) the Electricity Proportion and (d) the Electricity Costs for the relevant period

THE SIXTH SCHEDULE

Stipulations and Restrictions

Delivery and Collection of Goods

1. A. For the purpose of this paragraph:
 - (1) "Goods" shall mean all goods materials articles or things whether for sale display or use in the Demised Premises which are to be delivered to or removed therefrom except:
 - (i) refuse and rubbish
 - (ii) articles sold to customers which are removed by such customers upon purchase
 - (2) "the Loading Area" shall mean such service bay or area within or serving the Centre from time to time designated by the Landlord for use by the Tenant whether or not in common with other persons
 - (3) "the Loading Hours" shall mean the hours within the Opening Hours on a Centre Opening Day during which the Tenant shall be entitled to use the Loading Area which hours shall be such as the Landlord shall designate in writing from time to time as being reasonably necessary to avoid undue congestion in the Loading Area and to stagger the times at which the same can be used by tenants or groups of tenants Provided Always that the Landlord shall not change such hours without giving to the Tenant not less than twenty-one days notice of such change
- B. No Goods are to be delivered to or removed from the Demised Premises except in accordance with the following procedure that is to say:
 1. The Tenant shall ensure that Goods to be delivered to the Demised Premises are delivered to the Loading Area only during the Loading Hours on a Centre Opening Day
 2. Upon a delivery to the Loading Area of Goods for collection by the Tenant the Tenant or the Tenant's authorised representative shall forthwith upon demand attend the Loading Area and take delivery thereof
 3. The Tenant shall arrange for the vehicle making the delivery to be unloaded with all due speed and shall ensure that the Goods so unloaded are removed from the Loading Area and transported to the Demised Premises or to any storage area which the Tenant is entitled to use by means of such lifts hoists and service corridors as shall be designated from time to time by the Landlord for use by the Tenant provided that if direct access cannot be obtained to the Demised Premises by way of such lifts hoists and service corridors the Tenant shall be at liberty to transport such goods to the Demised Premises by way of the Public Areas where there is no alternative service corridor
 4. Goods to be removed from the Demised Premises (or from any storage area which the Tenant is entitled to use) shall not be delivered to the Loading Area for collection except during the Loading Hours on a Centre Opening Day and then not until the Tenant has been advised that there is a vehicle then available to collect the same

enjoys the access of light to any of the windows or openings in the Demised Premises by the consent of such third party not to permit any new window light ventilator passage drainage or other encroachment or easement to be made in to or be acquired against or over the Demised Premises and in case any encroachment or easement whatsoever shall be alleged or attempted to be made or acquired by any person or persons whomsoever to give notice thereof in writing to the Landlord immediately the same shall come to the notice of the Tenant and at the cost of the Tenant to do all such things as may be proper for preventing any encroachment or easement being made or acquired

Prohibition of obstruction in Common Parts or otherwise

8. (1) So far as it shall be within the Tenant's control not to permit any street vendor to operate from or near to the Demised Premises and at the request of the Landlord to take such action as the Landlord or the Landlord's managing agents shall reasonably require to prevent such operations and the loitering of any person near to the Demised Premises
- (2) Not at any time whatsoever to cause any obstruction by any means whatsoever in the Common Parts
- (3) Not to do any act matter or thing which shall impede the proper exercise of the easements and rights specified in the Second Schedule hereto

Heating ventilation and air conditioning equipment

9. (1) Properly to use and maintain any equipment and apparatus for heating ventilation or air conditioning to the Demised Premises throughout the Term so that the working and operation of the Landlord's equipment and apparatus for heating ventilation and air conditioning which serves other parts of the Centre and the balance of heating ventilation and air conditioning in the Demised Premises and such other parts of the Centre shall not be interfered with or prejudiced
- (2) Not to install any heating ventilation or air conditioning apparatus of any description in the Demised Premises unless the same first be approved in writing by the Landlord (such approval not to be unreasonably withheld)
- (3) Not in any circumstances to install or use in the Demised Premises any apparatus burning petroleum (or its derivatives) or butane or propane gas (or its derivatives)

Fire precautions

10. (1) To provide and to maintain or cause to be provided and maintained in good working order adequate fire fighting detection and prevention equipment within the Demised Premises
- (2) Not to use the Demised Premises or any part thereof for the storage deposit or display of any goods materials or things of a dangerous inflammable toxic or explosive nature or liable to spontaneous combustion or the keeping storage or possession of which may contravene any legislation or any requirement of the Landlord's insurers

(3) Not to obstruct or interfere with or impede or prevent the proper use and operation of any fire prevention fire or smoke detection or sprinkler equipment within the Demised Premises or the Common Parts

(4) To comply with all reasonable regulations made by the Landlord from time to time with regard to prevention of fire within the Demised Premises and the Common Parts or any part or parts thereof and the procedures for escape from the Demised Premises and the Common Parts in the event of fire

The Essential Services Boxes and other equipment

11. (1) To maintain connections to the Essential Services Boxes or connection points installed in the Demised Premises by the Landlord for each of the following services or matters provided or to be provided by the Tenant in the Demised Premises, that is to say

(a) for fire detection and sprinkler equipment

(b) for the intruder alarm system

(2) To inspect and test all connections to the Essential Services Boxes or connection points at regular intervals during the Term and take all steps necessary to ensure that such connections are in good working order

(3) Not to obstruct direct access to the Essential Services Boxes or connection points within the Demised Premises or to the Landlord's fire and/or smoke shutters the shutter motors or batteries for the operation of shutters outside the Demised Premises (if any) hose reels serving the Common Parts (if any) or any ancillary equipment connected with any of the same or interfere with the Landlord's connections to the same

(4) To inspect and test at regular intervals during the Term the sprinkler flow switch within the Demised Premises and take all steps necessary to ensure that the same is in good working order at all times

Pest control noise nuisance and objectionable user

12. (1) To keep the Demised Premises free from pest and vermin of all sorts

(2) Not at any time to use or play any musical instrument television radio loudspeaker or mechanical or noise making instrument of any kind within the Demised Premises so as to be audible outside the Demised Premises

(3) Not to have or permit any entertainment touting shouting or canvassing outside the Demised Premises and not to allow noise within the Demised Premises to reach such a level as to be audible outside the Demised Premises

(4) Not to use the Demised Premises for or in connection with the sale advertising display promotion distribution or publication of any goods materials or items of any nature whatsoever which are in the reasonable opinion of the Landlord of an indecent lewd lascivious pornographic or obscene nature or for any business or activity which is in the reasonable opinion of the Landlord of such nature

The word "Trocadero"

13. (1) For the proper protection of the interests of the Landlord not at any time during the Term or at any time thereafter to use in relation to any trade business or activity carried out in or from the Demised Premises or elsewhere:

- (a) the word "Trocadero" or
- (b) any word so resembling the word "Trocadero" as to be likely to cause confusion or deception or
- (c) any mark logo symbol get-up or design incorporating the word "Trocadero" or such other word as is referred to in sub-paragraph (b) above or
- (d) any mark logo symbol get-up or design used (whether at the date hereof or hereafter) by or on behalf of the Landlord in relation to the Centre or any mark logo symbol get-up or design so resembling the same as to be likely to cause confusion or deception

without the previous consent in writing of the Landlord such consent (if given) to be without prejudice to the provisions of Clause 5.10) of this Lease

(2) The Tenant shall comply with the terms of any consent which may be granted as aforesaid

THE SEVENTH SCHEDULE

THIS DEED is made

BETWEEN:-

- (1) [] whose registered office is at [] (registered number: []) (the "**Present Tenant**") [and]
- (2) [] whose registered office is at [] (registered number: []) (the "**Landlord**") [and]
- (3) [] whose registered office is at [] (registered number: []) (the "**Guarantor**")]]

WHEREAS:-

- (B) This Agreement is made pursuant to the lease dated [] and made between [] (the "**Lease**") which expression shall include (where the context so admits) all deeds and documents supplemental to it (whether

expressed to be so or not) relating to the Premises at [] (the "Premises").

- (C) The Present Tenant holds the Premises under the Lease and wishes to assign the Lease to [] (the "Assignee"), and pursuant to the Lease the Landlord's consent is required to such assignment (the "Assignment") and such consent is given subject to a condition that the Present Tenant [and the Guarantor] [is/are] to enter into a deed in the form of this Deed.

NOW THIS DEED WITNESSES as follows:-

1 Authorised Guarantee

Pursuant to the condition referred to above, the Present Tenant covenants with the Landlord, as a primary obligation, that the Assignee or the Present Tenant shall, at all times during the period (the "Guarantee Period") from the completion of the Assignment until the Assignee shall have ceased to be bound by the Tenant covenants (which in this Deed shall have the meaning attributed by section 28(1) of the Landlord and Tenant (Covenants) Act 1995 (the "1995 Act")) contained in the Lease (including the payment of the rents and all other sums payable under the Lease in the manner and at the times specified in the Lease), duly perform and observe the Tenant covenants.

2. Present Tenant's liability

- 2.1 The Present Tenant agrees that the Landlord, in the enforcement of its rights under this Deed, may proceed against the Present Tenant as if the Present Tenant were the sole or principal debtor in respect of the tenant covenant in question.
- 2.2 For the avoidance of doubt, notwithstanding the termination of the Guarantee Period the Present Tenant shall remain liable under this Deed in respect of any liabilities which may have accrued prior to such termination.
- 2.3 For the avoidance of doubt the Present Tenant shall be liable under this Deed for any reasonable and proper costs and expenses incurred by the Landlord in enforcing the Present Tenant's obligations under this Deed.

3. Disclaimer of Lease

The Present Tenant further covenants with the Landlord that if the Crown or a liquidator or trustee in bankruptcy shall disclaim the Lease during the Guarantee Period the Present Tenant shall, if the Landlord by notice in writing given to the Present Tenant within one hundred and twenty (120) days after such disclaimer, accept from, and execute and deliver to the Landlord a counterpart of a new

lease of the Premises in exchange for the executed original from the Landlord for a term commencing on the date of the disclaimer and continuing for the residue then remaining unexpired of the term of the Lease, such new lease to be at the same rents and subject to the same covenants and provisions as are contained in the Lease.

4. Supplementary provisions

By way of provision incidental or supplementary to clauses 1, 2 and 3 of this Deed:-

4.1 **Postponement of claims by Present Tenant**

The Present Tenant further covenants with the Landlord that the Present Tenant shall:-

4.1.1 not claim in any liquidation, bankruptcy, composition or arrangement of the Assignee in competition with the Landlord and shall remit to the Landlord the proceeds of all judgments and all distributions it may receive from any liquidator, trustee in bankruptcy or supervisor of the Assignee;

4.1.2 hold for the benefit of the Landlord all security and rights the Present Tenant may have over assets of the Assignee whilst any liabilities of the Present Tenant or the Assignee to the Landlord remain outstanding; and

4.1.3 not exercise any right or remedy in respect of any amount paid or any liability incurred by the Present Tenant in performing or discharging its obligations contained in this Deed, or claim any contribution from any other guarantor.

4.2 **Postponement of participation by Present Tenant in security**

The Present Tenant shall not be entitled to participate in any security held by the Landlord in respect of the Assignee's obligations to the Landlord under the Lease or to stand in the place of the Landlord in respect of any such security until all the obligations of the Present Tenant or the Assignee to the Landlord under the Lease have been performed or discharged.

4.3 **No release of Present Tenant**

None of the following, or any combination of them, shall release, determine, discharge or in any way lessen or affect the liability of the Present Tenant as principal obligor under this Deed or otherwise prejudice or affect the right of the Landlord to recover from the Present Tenant to the full extent of this guarantee:-

- 4.3.1 any neglect; delay or forbearance of the Landlord in endeavouring to obtain payment of any rents or other amounts required to be paid by the Assignee or in enforcing the performance or observance of any of the obligations of the Assignee under the Lease;
- 4.3.2 any refusal by the Landlord to accept rent tendered by or on behalf of the Assignee at a time when the Landlord was entitled (or would after the service of a notice under Section 146 of the Law of Property Act 1925 have been entitled) to re-enter the Premises;
- 4.3.3 any extension of time given by the Landlord to the Assignee;
- 4.3.4 any reviews of the rent payable under the Lease and (subject to Section 18 of the 1995 Act) any variation of the terms of the Lease or the transfer of the Landlord's reversion;
- 4.3.5 any change in the constitution, structure or powers of either the Present Tenant, the Assignee or the Landlord or the liquidation, administration or bankruptcy (as the case may be) of either the Present Tenant or the Assignee;
- 4.3.6 any legal limitation, or any immunity, disability or incapacity of the Assignee (whether or not known to the Landlord) or the fact that any dealings with the Landlord by the Assignee may be outside, or in excess of, the powers of the Assignee;
- 4.3.7 any other deed, act, omission, failure, matter or thing whatsoever as a result of which, but for this provision, the Present Tenant would be exonerated either wholly or partly (other than a release executed and delivered as a deed by the Landlord or a release effected by virtue of the 1995 Act).

4.4 **Costs of new lease**

The Landlord's reasonable and proper costs to connection with any new lease granted pursuant to clause 3 of this Deed shall be borne by the Present Tenant and paid to the Landlord (together with Value Added Tax) upon completion of such new lease.

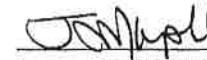
5. **Guarantor to join in new lease**

If the Present Tenant shall be required to take up a new lease pursuant to clause 3 of this Deed, the Guarantor shall join in, and execute and deliver to the Landlord a counterpart of, such new lease in order to guarantee the obligations of the Present Tenant under it in the terms of Schedule 5 to the Lease.

SIGNED as a DEED for and on behalf of **LONDON**)
TROCADERO LIMITED a company incorporated in the Isle of)
Man by **EDWARD NORMAN BOWERS** and **JOHN ANTHONY**)
MURPHY being persons who in accordance with the laws of)
that territory are acting under the authority of the company)



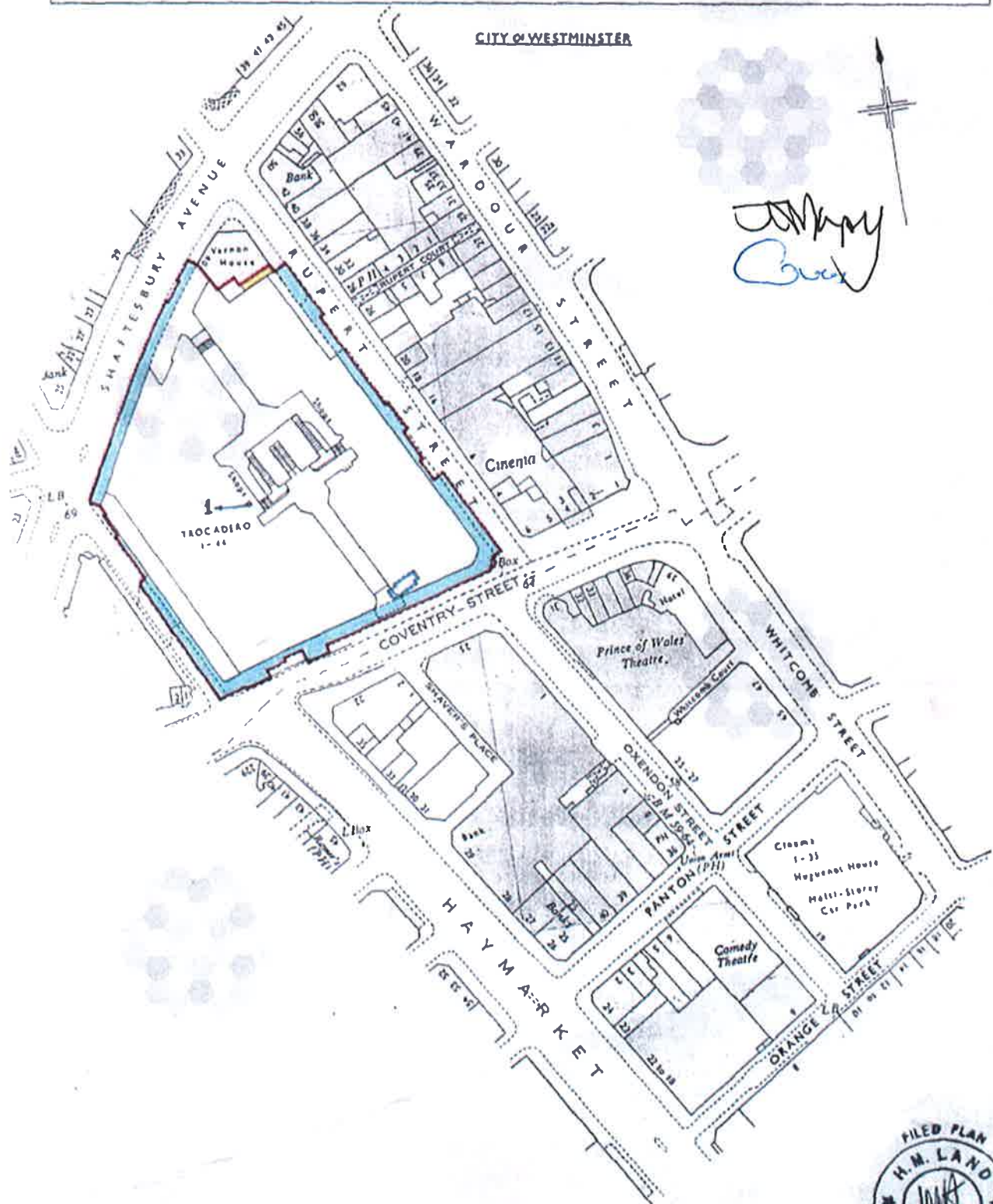
EDWARD NORMAN BOWERS

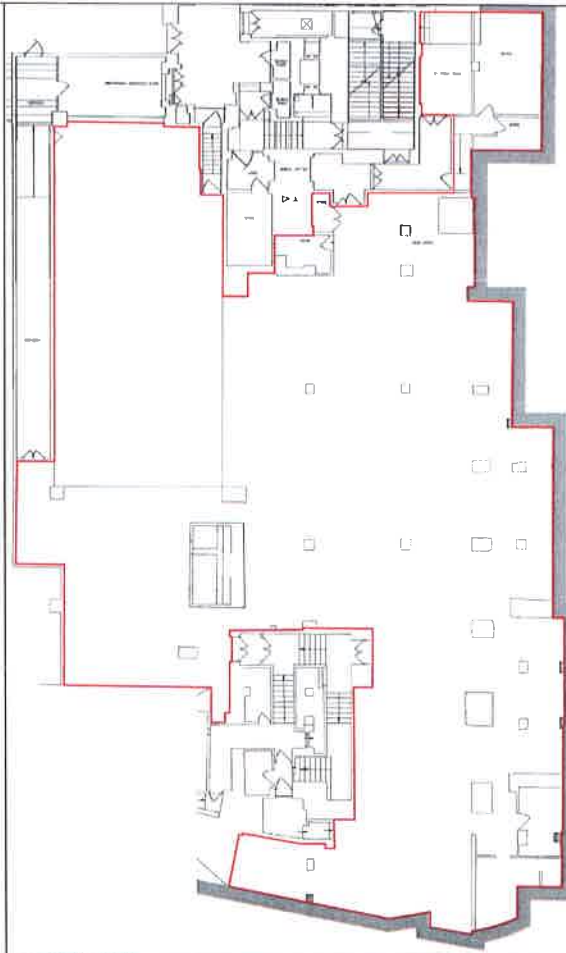
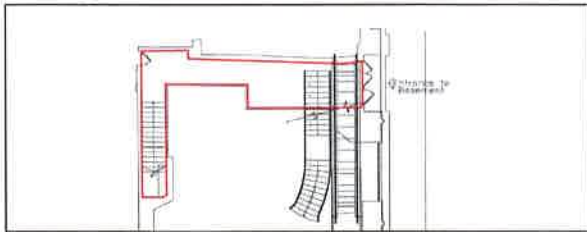





JOHN ANTHONY MURPHY

PLAN 1

H.M. LAND REGISTRY		TITLE NUMBER		
		NGL 83767		
ORDNANCE SURVEY PLAN REFERENCE ©	COUNTY	SHEET	NATIONAL GRID	SECTION
	GREATER LONDON		TQ 2980	M
Scale: 1/1250		© Crown Copyright 1991		





Amendments/Notes	
No.	Date
	
	
<p>All dimensions and levels to be checked on site by the contractor prior to completion of this drawing and amendments of work on site. Dimensions MUST NOT be scaled from this drawing. This drawing and the copyright and patent therein are the property of the Architect and shall not be used or reproduced without the Architect's consent. This drawing is to be read in conjunction with all relevant contract documents, specifications, drawings, schedules and any amendments or variations and as far as matters of the Architect's design are affected such amendments, variations and variations shall be noted on site and to be noted on site in accordance with current CDM regulations and recommendations, current Building Regulations, British Standards and Codes of Practice in operation.</p>	
<p>Project: Ex Rex Bar The Trocadero Coventry Street London W1D 7ER</p>	
<p>Drawing Type: LEASE PLAN</p>	
<p>The GROUND & BASEMENT FLOOR PLAN</p>	
	
<p>Criterion Capital Limited, 19 Exchange Street, London, W1D 7ER. Tel: 020 7462 2444. Fax: 020 7462 2445. www.criterioncapital.co.uk</p>	
<p>Drawn By: CSB</p>	<p>Date: 12/01/2010</p>
<p>Checked By: </p>	<p>Scale: </p>
<p>Approved By: </p>	<p>Scale: A3 (1/200)</p>
<p>Drawing No: </p>	<p>Rev: </p>



Zedwell
HOTELS

'SLEEP'

*"There is a time for many words, and there is also a time for sleep."
Homer, The Odyssey*

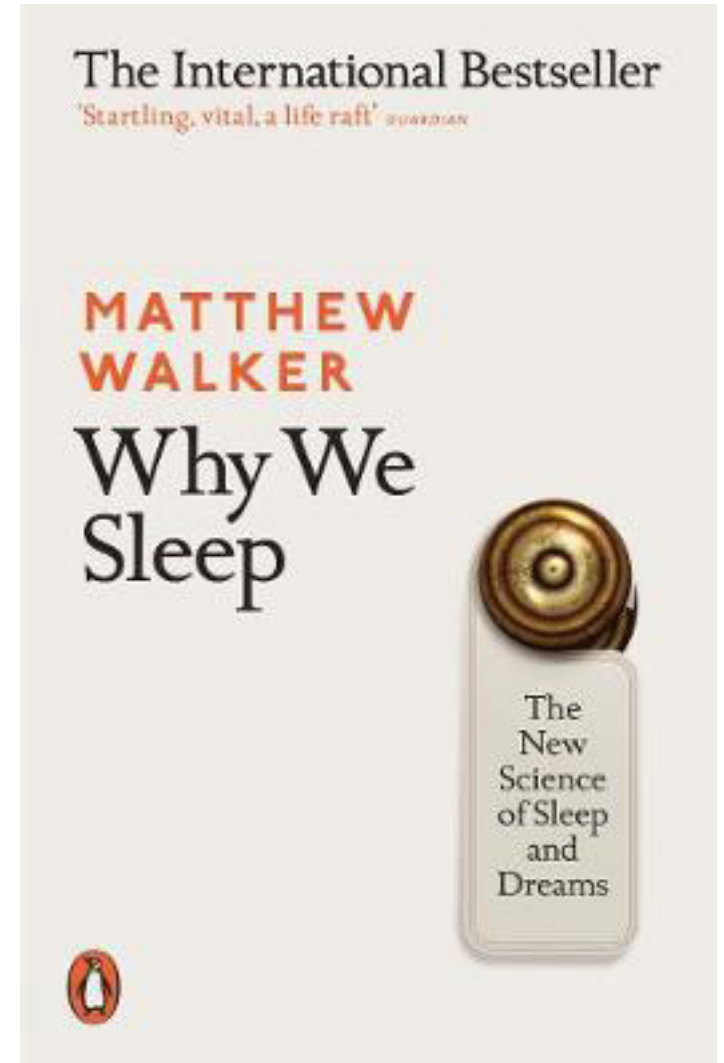
SLEEP

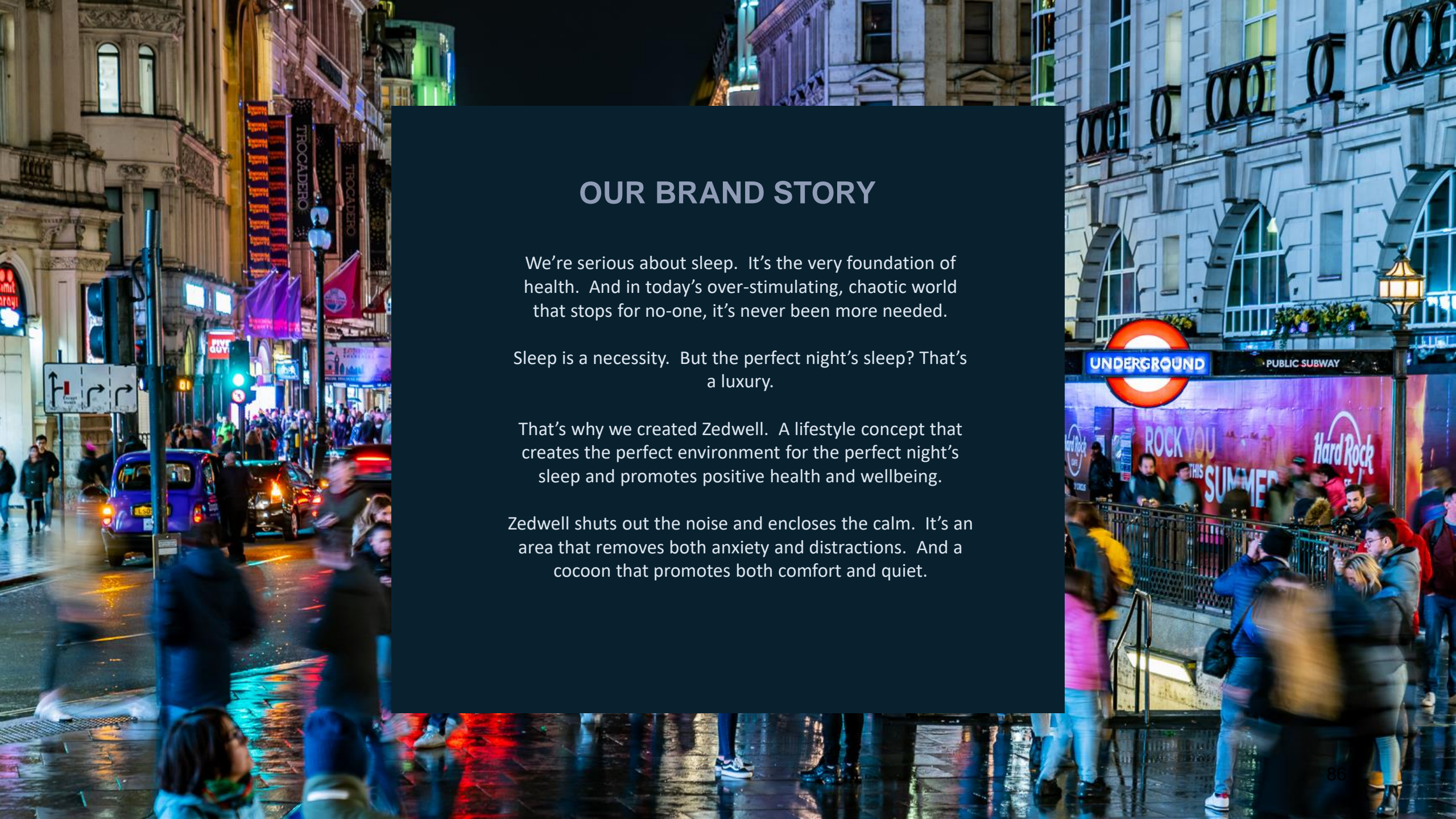
THE ZEITGEIST

IN TIME OF OVER-STIMULATION, SLEEP IS ENTERING THE MAIN STAGE.
POST-WELLNES, POST-YOGA, POST-VEGAN.

*'MORE THAN EXERCISE, DIET AND WEALTH, SCIENCE HAS SHOWN
THAT SLEEP IS THE MOST IMPORTANT FACTOR TO OUR PHYSICAL
AND MENTAL WELLBEING.'*

ZEDWELL HOTEL, PICCADILLY





OUR BRAND STORY

We're serious about sleep. It's the very foundation of health. And in today's over-stimulating, chaotic world that stops for no-one, it's never been more needed.

Sleep is a necessity. But the perfect night's sleep? That's a luxury.

That's why we created Zedwell. A lifestyle concept that creates the perfect environment for the perfect night's sleep and promotes positive health and wellbeing.

Zedwell shuts out the noise and encloses the calm. It's an area that removes both anxiety and distractions. And a cocoon that promotes both comfort and quiet.

OUR BRAND

Zedwell is more than just a hotel brand. It's a carefully constructed formula. A combination of four key ingredients which we believe are the recipe for the perfect night's sleep.

We know everyone deserves a good night's sleep. But we believe everyone should experience the perfect night's sleep.



SILENT NIGHT (AND DAY)

Better soundproofing doors than you'll find in 5-star hotels and noise-reducing walls and ceilings shut the city firmly out and all the calmness in.

BREATHE AGAIN

Gently circulating each room is a constant flow of fresh air, an essential for a deeper, more refreshing rest – yet notably lacking in far too many hotels.

NATURAL SLEEP

From handcrafted solid, natural oak beds to the cosiest furnishings and even calm-inducing colours, every Zedwell room is simply styled for sleep.

DO NOT DISTURB

Check in. Then check out entirely. A mindful absence of in-room distractions like screens, windows that distract or the irritating whir of air-con allows for greater focus, clarity and calm.

OUR ROOMS

Created for the perfect night's sleep, each Zedwell room has been designed to keep the chaos out and the calmness in.

Crafted using natural oak, dark slate and calm inducing colours, Zedwell rooms have been styled for one single purpose.

Soundproofing, exceptional airflow and simplicity all play their parts at Zedwell. As does light.

We know the perfect night's (or day) sleep requires darkness. That's why in society we heavily invest in blackout blinds, thick curtains and light blocking eye masks. It's for this same reason we've removed windows from guest rooms in Zedwell hotels.

So in each and every Zedwell room, time doesn't control light. You do.

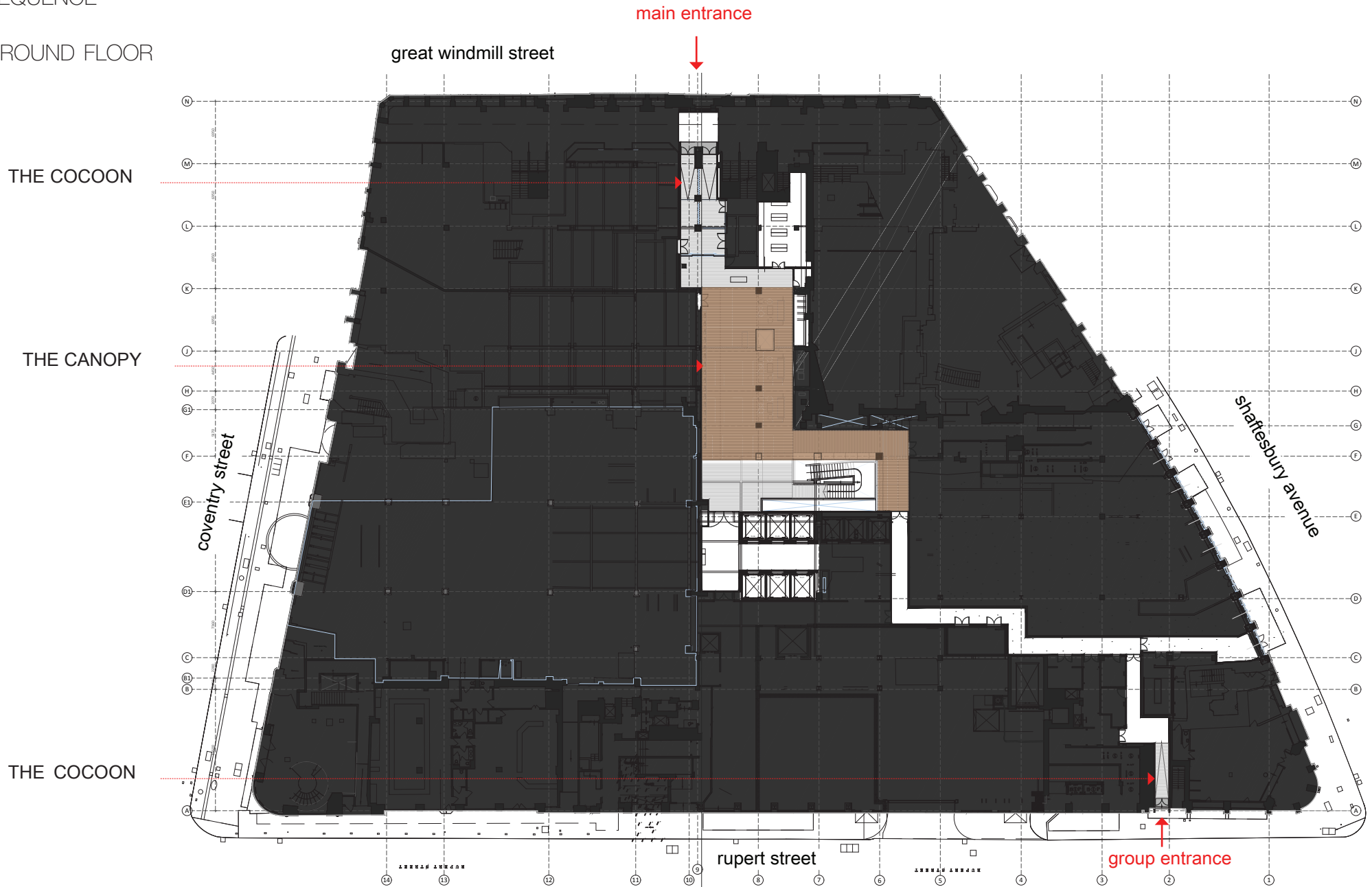


LOBBY

SLEEP

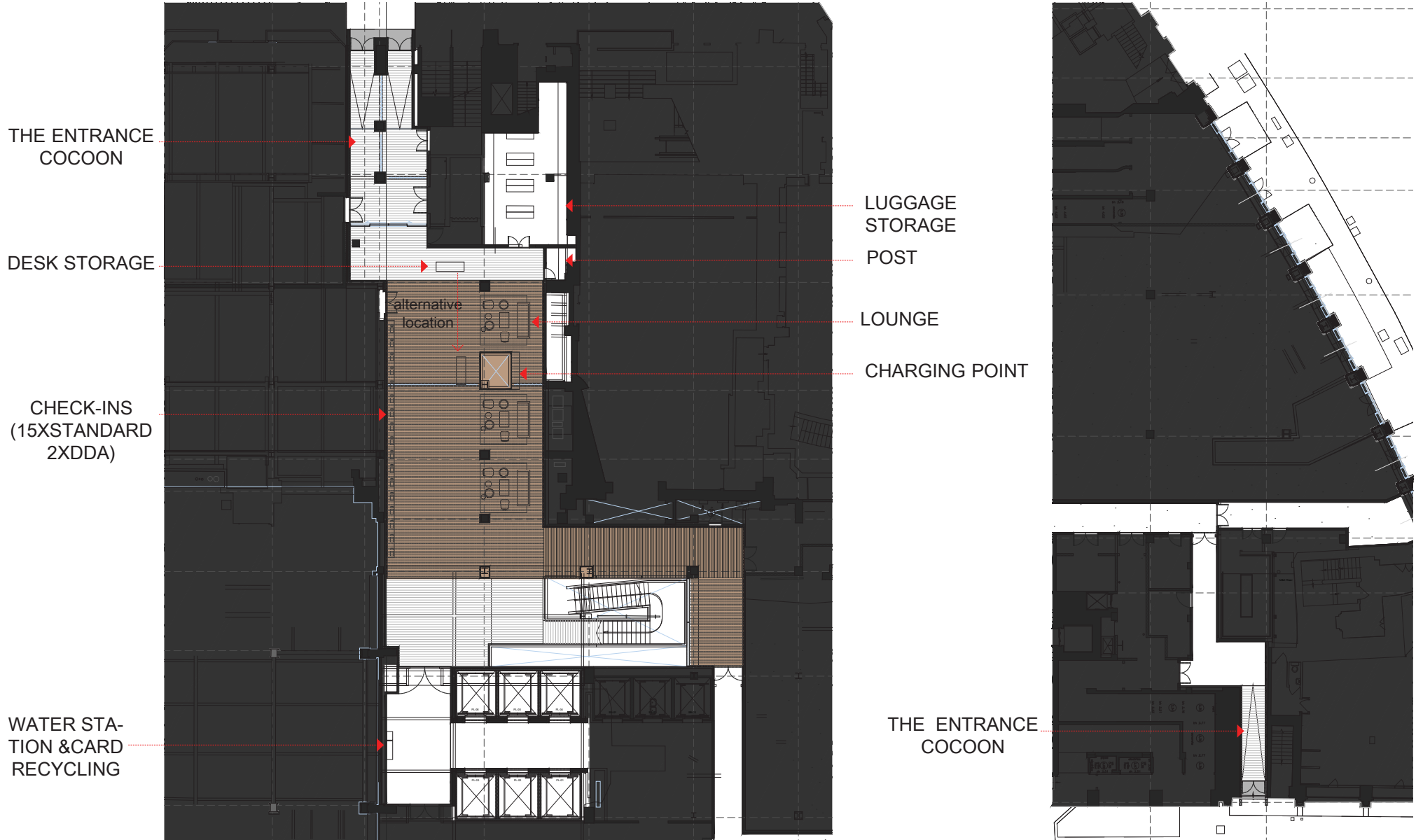
SEQUENCE

GROUND FLOOR



LOBBY

GROUND FLOOR | ENLARGED LOBBY



LOBBY

ZEDWELL HOTEL, PICCADILLY

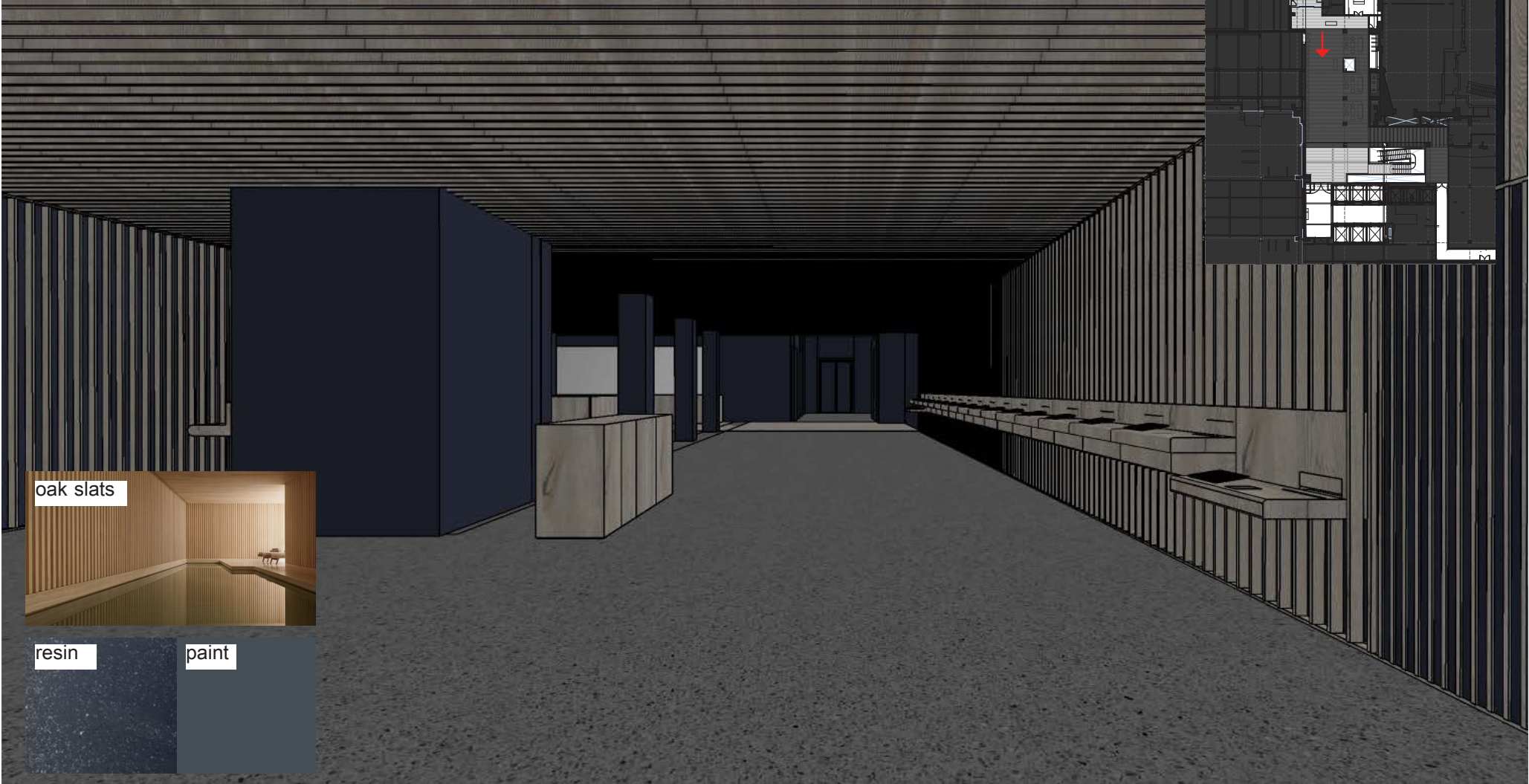
REFERENCES



LOBBY

CANOPY

LOBBY



oak slats

resin

paint

SOUND

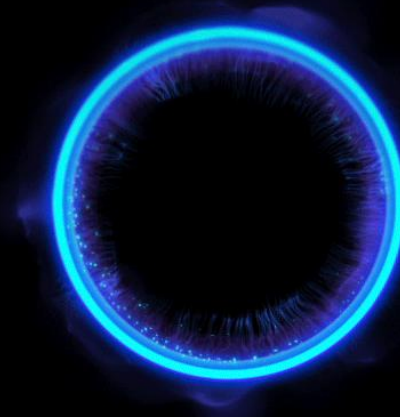
The calm environment that Zedwell will create will tap into every human sense.

When it comes to sound, music that promotes the sense of relaxation will fill the air of the public spaces.

Working with our music partner 'Music Concierge', Zedwell will develop a playlist that adapts in tone and speed to match different times/stages of the day.

Calmer sounds will fill the hotel during the morning with the tempo increasing progressively as the afternoon hours are reached. As night falls, the style reverts back to a more chilled sound, designed to unwind and relax.

The playlist will be developed in a way that no one song will be heard twice within a seven day period.



SMELL

To evoke calm and the sense of wellness through the sense of smell, Zedwell will look to tap into the scent that is enjoyed across the world often though taste rather than smell.

Spread throughout the hotel in primary public spaces through wall mounted diffusers, a light and delicate smell of infused tea will fill the air.

Known for it's health benefits when drunk, this light fragrant scent will be subtle, rather than over-powering; enhancing the Zedwell experience.



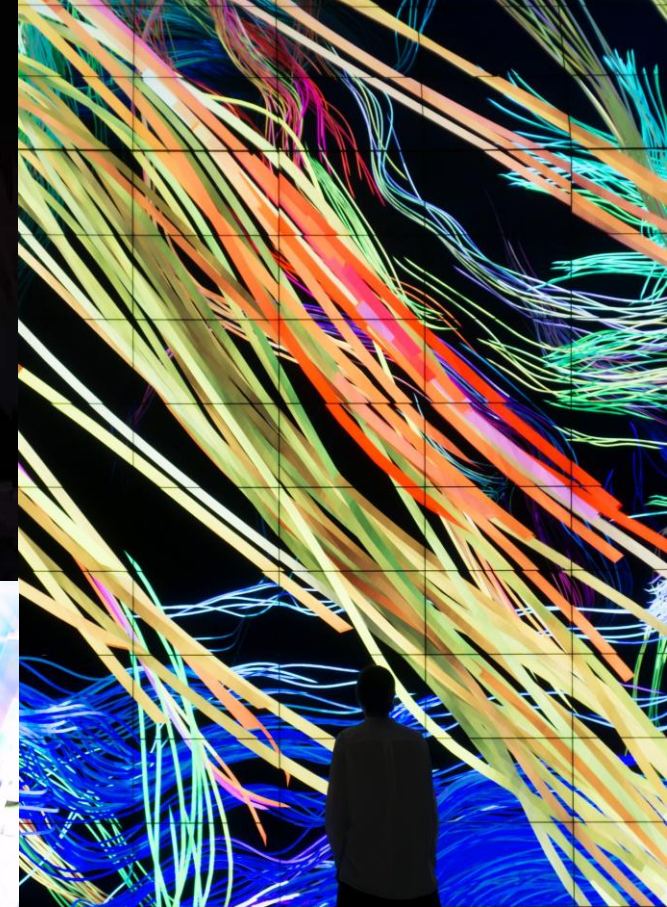
DIGITAL WALL

Our feature focal point inside Zedwell Trocadero will be our digital wall.

Whether made of an entire wall of screens arranged to create one piece, or a handful of screens spaced out that will interact with one another when activated, our digital wall will look to:

- Create a focal point of fascination
- Promote a sense of calm
- Explore creative that reflects the seasons
- Tap into annual events that are big in the capital
- Embrace the full colour spectrum

Taking inspiration from the world around us, Zedwell will look to work with artists in the digital space; ensuring content create is fresh and unique.

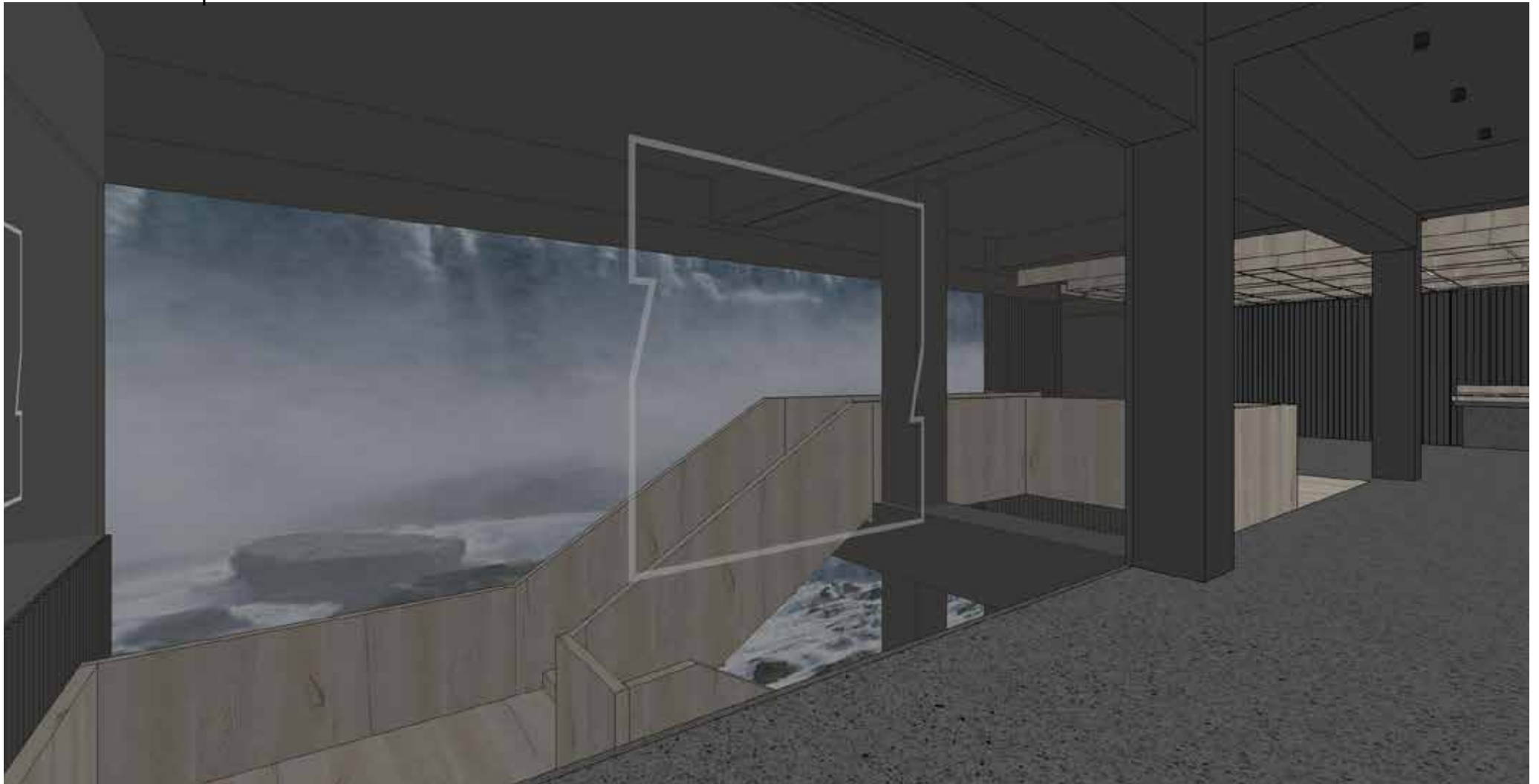


VIDEO WALL

GF VIEW | SCREEN



GROUP ENTRANCE | SCREEN



VIDEO WALL

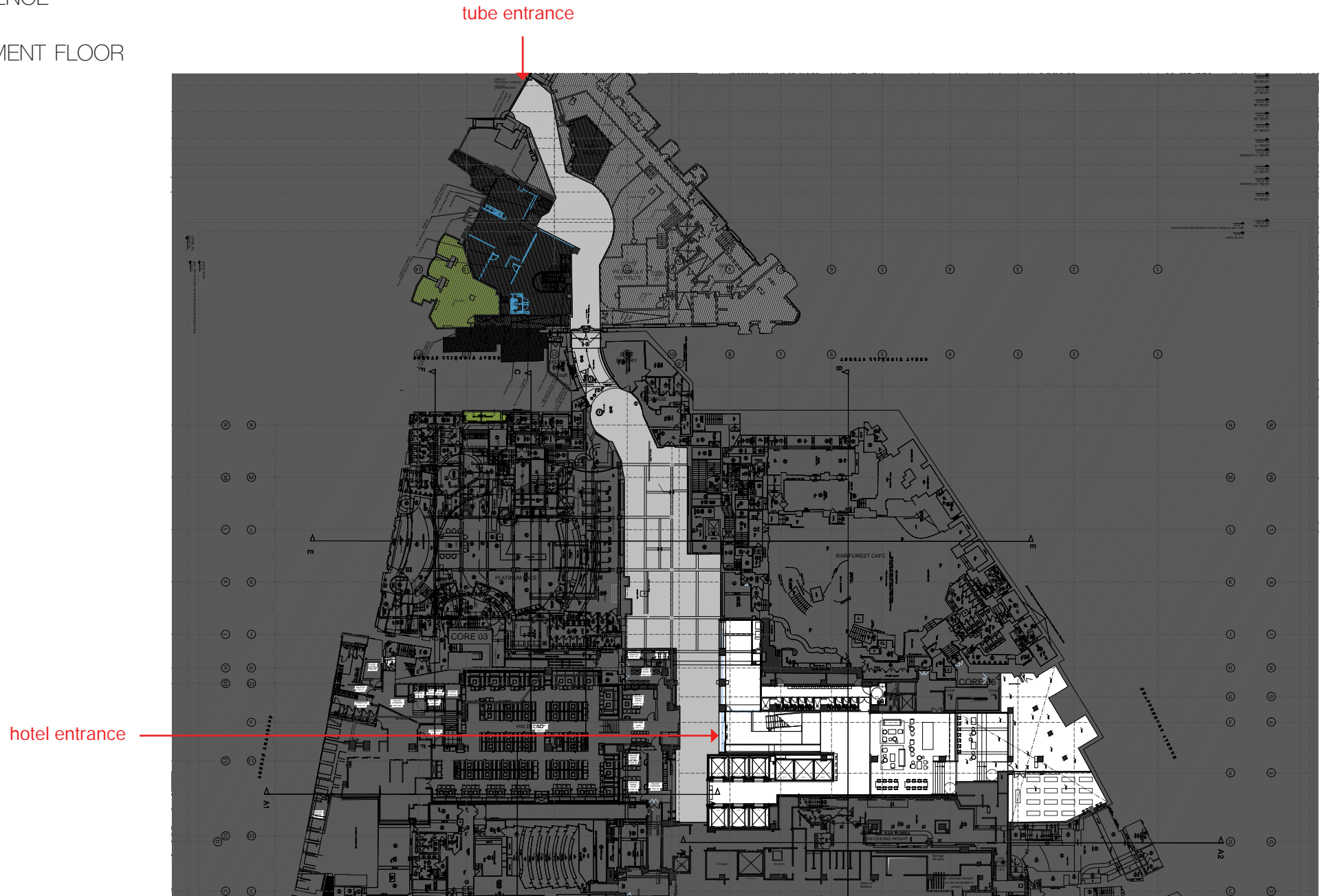
TOP VIEW | SCREEN



SLEEP

SEQUENCE

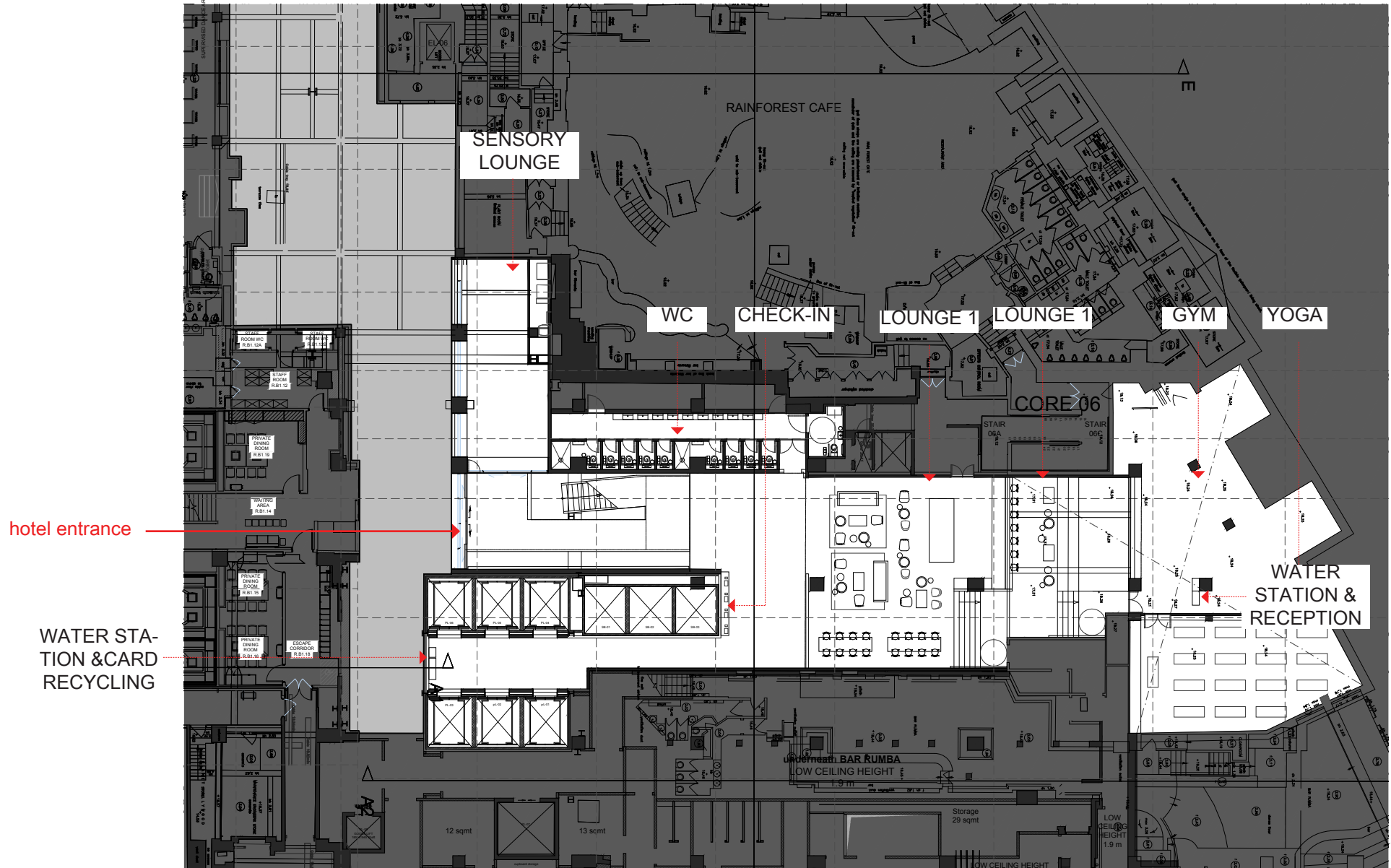
BASEMENT FLOOR



SLEEP

SEQUENCE

BASEMENT FLOOR | ENLARGED PLAN



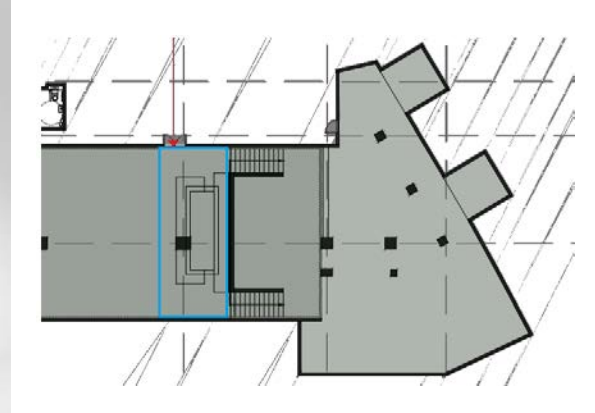
COFFEE + JUICE BAR

The Zedwell Coffee + Juice bar (actual name tbc) will serve a variety of hot and cold drinks designed to help both relax (for a restful nights sleep) and energise (for the day ahead).

Herbal teas will help unwind and relax with the aim to aid a restful nights sleep, whilst fresh ground self-serve coffee and pressed juices will invigorate and promote energy for the following morning.

Other offerings such as turmeric lattes and juice shots will serve as great antioxidant boosters, whilst the smell of warm pastries will attract a hungry audience and fresh fruit providing a health snack.

To help demonstrate our sustainability, drinks not already bottled will be served in eco-friendly and reusable packaging (keep cups).



GYM & STUDIO

As well as providing a space for the perfect nights sleep, Zedwell will also promote the importance of good health and how this can help lead to improved sleep and an overall positive mental attitude.

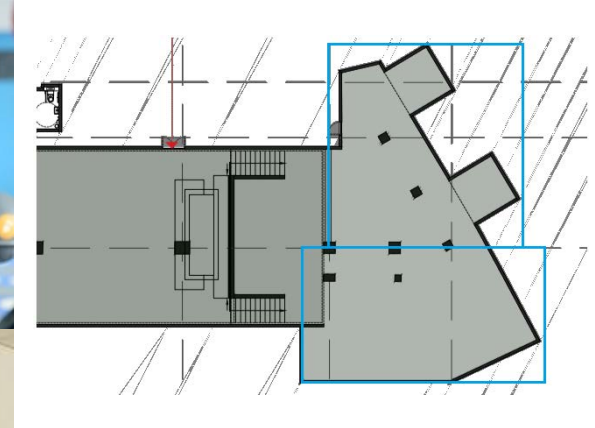
Within the lower levels of the Trocadero, we are exploring the idea of adding in the following spaces:

- Gym
- Fitness Studio (Yoga, Pilates)

In addition to being an area for hotel guests, the Zedwell gym will be a space where Personal Trainers can bring their clients in exchange for a rental fee.

The Zedwell studio will also be offered to freelance yoga instructors, Pilates teachers and HIIT class trainers; all of which will rent the space from the hotel (as above), promoting the area to their clients through their own marketing.

Should guests want to take a class when no instructor is available on site, Zedwell will look to introduce virtual instructors through software known as FITBOX.



SENSORY LOUNGE

Zedwell will look to partner with a brand within the wellness and well-being space to create the Sensory Lounge; an experiential space that encourages relaxation and reenergisation.

The Sensory Lounge will look to tap into the five human senses:

- Sight
- Sound
- Taste
- Smell
- Touch

Allowing both hotel guest and general public alike to rapidly recharge their batteries before heading back into to the city to tackle whatever's heading their way next, whether that be:

- Work challenges
- Exploring the streets of the bustling capital
- Public transport experiences



VENDING MACHINE

Whether digital or classic, Zedwell vending machines will provide a lot more than something the will settle an appetite or quench a thirst.

Should guests:

- Forget their toothbrush
- Need an adaptor
- Want something to settle an upset stomach
- Require a set of headphones to plug into their iPhone

All will be available in the Zedwell vending machine.



MINDFULNESS

Not every Zedwell will have the space for fitness areas. It's important that the message of health and mindfulness can be turned into activities that can be done within the comfort of your Zedwell room.

Zedwell we will explore how not only exercising the body, but also the mind can lead to good sleep and a great start to the day. Zedwell will promote:

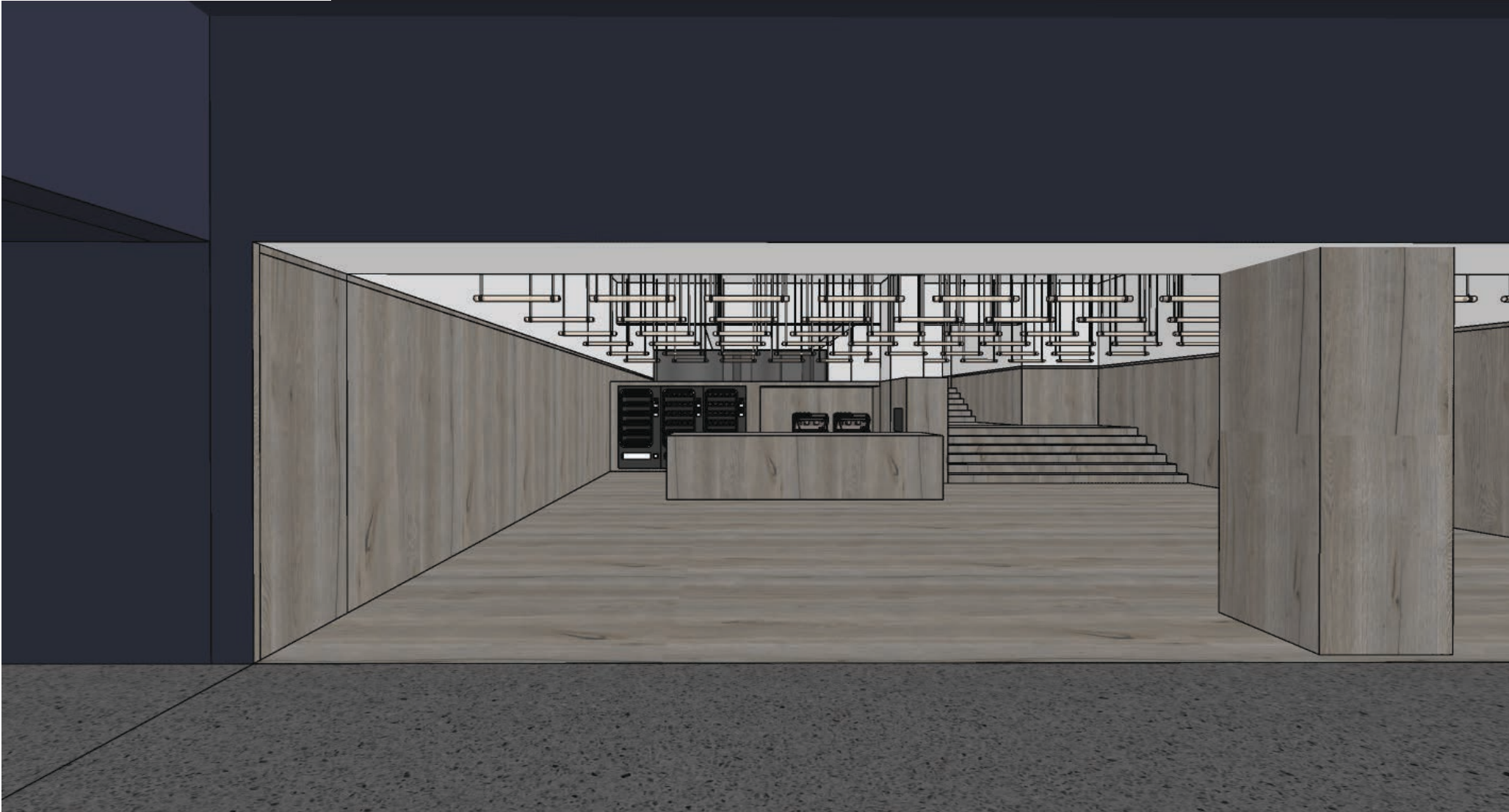
- Meditation (before sleep and body wake up)
- Breathing exercises to unwind and relax
- Morning stretches

Zedwell will also explore partnerships with within this space.



BASEMENT LEVEL - LOUNGE

LOUNGE ENTRANCE



BASEMENT LEVEL - LOUNGE

LOUNGE 2

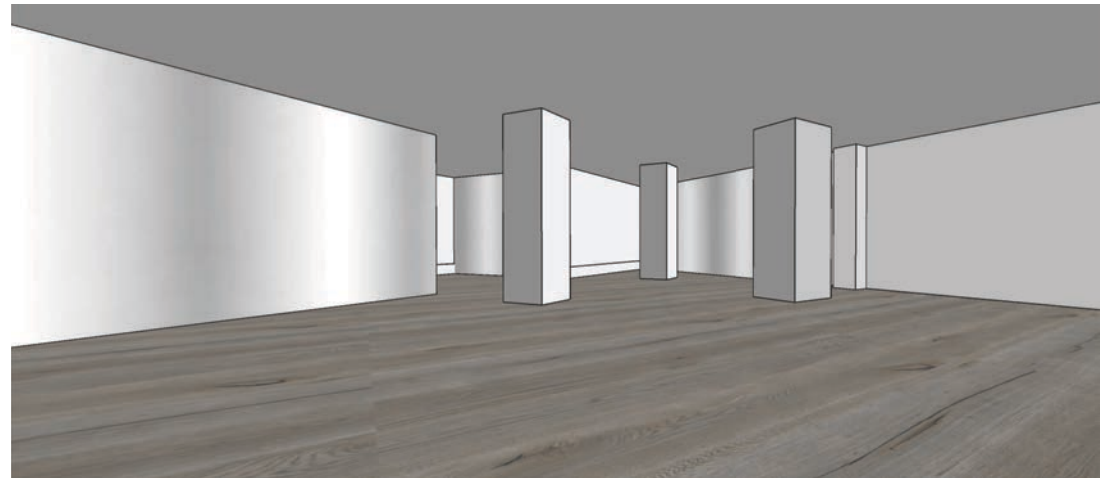
GYM

GARDEN

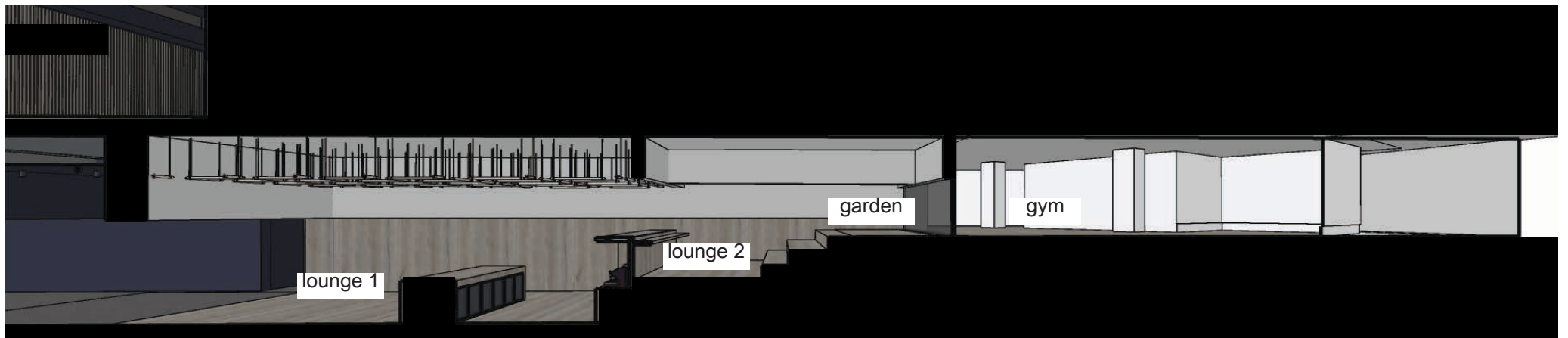


BASEMENT LEVEL - LOUNGE

GYM VIEW



SECTION



UNIFORM

The Zedwell uniform will be modern and on-brand with a direct nod to style and the odd nod to sleep.

Dressed in light blue, relaxed fit collarless shirts that resemble nightwear will be our front of house team. Fitted, brown chinos will finish the look, accompanied by comfy, bright white converse style footwear.

Front of House management in addition to the above will also be given dark blue, lightweight jackets, buttoned at the front with a smooth, rounded collar.

Housekeeping will be dressed in dark blue chinos, a relaxed navy blue t shirt and brown apron whilst our maintenance team, also wearing dark chinos will wear short sleeve, navy blue shirts.

These choices in addition to feeling current and fresh, all follow the Zedwell colour palette.





Zedwell
HOTELS



Zedwell
HOTELS

Daily Occurrence Book

Email DOB to Cosmina, Paul, Tony, Med & cc Duty Controller every morning.

Site: TROCADERO		Site Number: 297		
Saturday 24th August 2019		Supervisor: Olu Ogunfunwa (SO1)		
		Security on Shift: Waweru Stephen (SO12) & Olagoke Owolabi (SO14)		First Aid / Accidents / RIDDOR / Health & Safety
Classic	On / Off	Breaks	Patrols, Loss, Theft, Damage, Fracas Reports	Fire /Flood / Bomb Reports
Ref No.	Time	Landlord / Orbit Requests / EMS	Anti Social Behaviour, Vagrants	Customer Disputes, Tenants
				Cleaners, Cleaning Issues, Waste collection
				Lift Break Downs
14226	06:35	Olu Ogunfunwa (SO1) on site.		
14227	06:35	Olagoke Owolabi (SO14) on site.		
14228	06:58	All Day Shifts on site Booked ON except Waweru Stephen expecting him, while All Night Shifts off site Booked OFF		
14229	07:00	Fire watch patrols commenced by SO1, reported Vernon House check lift working and fire alarm panel ok. Troc building check reported all fire exit doors locked and secured except door 6 found unsecure and lock and door 10 used by MYC team. Ripley's building check reported all fire exit doors are lock and secured.		
"	"	Pavilion lifts check reported both lifts are working perfectly. Core 4/Pavilion LRT area check reported all tidy and ok. Troc loading bay door/gate and door 22 open and used for disposing of rubbish by DOC cleaners		
14230	07:12	Call from Classic Controller task to know if Waweru Stephen on site or call if he will be running late, reply NO		
14231	07:20	Waweru Stephen on site Booked ON via Classic Controller		
14232	08:00	SO1 radio two (2) Classic Mobile car spotted parked in front of Criterion building and one of the car window was unsecure and two (2) bags inside unprotect the bags were taken and kept in control room for safety and James Classic management was informed.		
14233	08:08	Fire watch patrols completed by SO1, reported as mention above		
14234	08:12	Criterion guard call to update Classic Mobile patrols officers in control to collect those two (2) bags and off site		
14235	09:00	Fire watch patrols commenced by SO12		
14236	09:00	CHECK CALL TO CLASSIC CONTROL		
14237	09:02	Unit 6 staff call to open their Unit, immediately SO12 informed		
14238	09:09	Unit 6 shutter open to trade by SO12		
14239	09:17	Carlos of DOC cleaning team on Tea Break and finished at 09:30		
14240	09:46	Fire watch patrols completed by SO12, reported all in order		
14241	09:58	Charles of DOC cleaning team on Tea Break and finished at 10:15		
14242	10:19	Mario of DOC cleaning team on Tea Break and finished at 10:35		
14243	11:00	Fire watch patrols commenced by SO14		
14244	11:00	CHECK CALL TO CLASSIC CONTROL		
14245	11:55	Charles of DOC cleaning team on Lunch Break and finished at 12:30		
14246	12:08	Fire watch patrols completed by SO14, reported all in order		
14247	12:15	Mario of DOC cleaning team on Lunch Break and finished at 12:52		
14248	13:00	Fire watch patrols commenced by SO1		
14249	13:00	CHECK CALL TO CLASSIC CONTROL		
14250	13:09	Carlos of DOC cleaning team on Lunch Break and finished at 14:00		
14251	14:03	Fire watch patrols completed by SO1, reported door 22 and Ripley's Core 1 hand door both left unsecure and lock		
14252	15:00	Fire watch patrols commenced by SO12		
14253	15:00	CHECK CALL TO CLASSIC CONTROL		
14254	15:02	Carlos of DOC cleaning team off site, radio return		
14255	15:05	Mario of DOC cleaning team off site, radio return		
14256	15:09	Charles of DOC cleaning team off site, radio return with loading bay keys		
14257	16:17	Fire watch patrols completed by SO12, reported door 8 and 10 secured		
14258	17:00	Fire watch patrols commenced by SO1 and SO14		
14259	17:00	CHECK CALL TO CLASSIC CONTROL		
14260	18:06	Fire watch patrols completed by SO1 and SO14, reported door 8 secured		

Email DOB to Cosmina, Paul, Tony, Med & cc Duty Controller every morning.

Site: TROCADERO		Site Number: 297		
Saturday 24th August 2019		Supervisor: Mohamed (SO2)		
		Security on Shift: Nathaniel Nwosu (SO8)		First Aid / Accidents / RIDDOR / Health & Safety
Classic	On / Off	Breaks	Patrols, Loss, Theft, Damage, Fracas Reports	Fire /Flood / Bomb Reports
Ref No.	Time	Landlord / Orbit Requests / EMS	Anti Social Behaviour, Vagrants	Customer Disputes, Tenants
				Cleaners, Cleaning Issues, Waste collection
				Lift Break Downs
14261	19:00	Shift handover complete - all guards booked on / off duty.		
14262	19:12	SO2 started fire watch patrol.		
14263	20:24	SO2 completed his patrol. Trocadero doors 5, 6 and 7 fire exits were reported open.		
14264	21:00	SO8 started fire watch patrol.		
14265	22:03	SO8 completed his patrol. Troc door 6 fire exit was found open.		
14266	23:00	SO2 started fire watch patrol.		
14267	00:04	SO2 completed his patrol.		
14268	00:05	Unit 6 secured by SO2		
14269	01:00	SO8 started fire watch patrol.		
14270	01:55	SO8 completed his patrol. Trocadero bin refuse room was found open. Core 6 Barumba fire exit also found open.		
14271	03:00	SO2 started fire watch patrol.		
14272	03:20	SO2 patrol ended. Fight taking place outside Opium night club. SO2 reported seeing an IC3 male on Rupert Street who was stabbed. SO2 seeking medical assistance.		
14273	03:30	Gunshots heard on Rupert Street. SO2 contacted via radio to confirm his location, he had left the area to safety.		
14274		Met. Police on site, Rupert Street cordoned off as crime scene with no access to public or building staff.		
14275	05:00	SO2 started fire watch patrol.		
14276	06:09	SO2 completed his patrol.		
14277	06:13	Charles of cleaning team on site.		
14278	06:25	Olu Ogunfunwa (SO1) on site.		
14279	06:25	Guisepppe of cleaning team on site.		
14280	06:53	Olagoke Owolabe (SO14) on site.		
14281	06:53	Douglas Henebeng (SO15) on site.		

Incident Report – Saturday 24th August 2019.

On Saturday 24/08/2019 I (Mohamed Chelh) was on duty at the London Trocadero working a night shift. As per usual at around 3am I went to carry out a patrol of the building which i started by doing an external check of the perimeter of the building. At around 3:17am while I was passing the convenience store on Rupert Street I could see a large group of males on the road making a lot of noise and an IC3 male laying up against the wall outside the Money Exchange unit claiming to have been stabbed. The male was bleeding heavily and had somebody helping keep pressure on the wound using what looked to be a white t-shirt. I told the person helping him to continue doing so whilst I (Mohamed) try to find medical help. I proceeded further down the road to the entrance of the Opium club and spoke to a member of their security and asked them if they had any paramedics on site, he replied no. I then went around the corner as I had saw an ambulance there earlier on during patrol but when i did so I found 2 ambulance vehicles parked up on Coventry Street but with nobody inside. I then went to walk back to Rupert Street after which I was informed that there had been gunshots heard at around 3:20am but I (Mohamed) did not hear or see any firearms being discharged. Shortly afterwards at around 3:30am the Met. Police arrived on site and began to corden off the road after which I had to return to my office as I was told by the Police I'd be stuck outside otherwise.

Kind Regards,

Mohamed

Trocadero Security Department

13 Coventry Street

W1D 7DH

0207 432 2465

Subject: Basement 21 Rupert Street London - 19/09071/LIPN
Date: Tuesday, 17 September 2019 at 14:38:35 British Summer Time
From: Steward, Michelle: WCC <msteward1@westminster.gov.uk>

Dear All,
I write in connection with the new premises licence application for Basement, 21 Rupert Street, London. Please see the email request below for an adjournment received today.
I confirm that a copy of this email has been circulated to all interested parties.
Kind regards
Michelle

From: Lewis, Bryan: WCC
Sent: 17 September 2019 12:30
To: Gadd, Daisy: WCC <dgadd@westminster.gov.uk>
Subject: Adjournment Request

Dear Daisy
Further to my previous email requesting an adjournment for the Basement, 21 Rupert Street, shadow licence application Hearing, I would like to provide a more detailed explanation as to why this adjournment is in the public interest. The shadow licence application Hearing is to decide whether the Landlord should be granted a premises shadow licence. The serious incident of crime and disorder that occurred at the Basement of 21 Rupert Street, was at the time being operated by their tenant; the Opium nightclub operator. It is in the opinion of the Metropolitan Police, that it is incumbent upon the Landlord to ensure that the premises that they lease, is run lawfully and with proper conduct. The severity of the incident cannot be exaggerated. The level of violence involved, including a stabbing in the premises and then a shooting in the street outside the premises, could have led to multiple casualties and potential fatalities. There have been many failings discovered with how the premises was operated on the night of the incident, Sunday 25th of August 2019, with not even a Designated Premises Supervisor taking day to day responsibility for licensable activities taking place at the premises. The Review Hearing must be heard first to fully enable the Licensed Sub Committee to decide to what degree the Landlord must take responsibility for how the premises was operated that night and therefore their suitability to hold another late night premises licence for the same premises.

Regards
Bryan Lewis PC4161CW
Westminster Police Licensing Team
Westminster City Council
15th Flr 64 Victoria Street
SW1E 6QP
T0207 641 3347

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www.westminster.gov.uk

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IN THE MATTER OF
OPIUM, 21 RUPERT STREET, LONDON W1D 7PJ
AND THE LICENSING ACT 2003

WITNESS STATEMENT OF COSMINA STAN

Thomas & Thomas Partners LLP
38a Monmouth Street
London
WC2H 9EP
Ref: AT/LON.53.1

Solicitors for the Landlord