

## **Propose Conditions**

### **Supersave, 234 Northumberland Avenue, Reading, RG2 7QA**

#### Staff Training

1. Staff employed to sell alcohol shall undergo training upon induction before they are allowed to sell alcohol. This shall include, but not be limited to:-
  - The premises age verification policy
  - Dealing with refusal of sales
  - Proxy purchasing
  - Recognising valid identity documents not in the English language
  - Identifying attempts by intoxicated persons to purchase alcohol
  - Identifying signs of intoxication
  - Conflict management
  - How to identify and safeguard vulnerable persons who attend and leave the premises.
2. Such training sessions are to be documented and refreshed every six months. All training sessions are to be documented in English. Records of training shall be kept for a minimum of one year and be made available to an authorised officer of Thames Valley Police and Reading Borough Council upon request.

#### Challenge 25

1. The premises shall at all times operate a Challenge 25 policy to prevent any customers who attempt to purchase alcohol and who appear to the staff member to be under the age of 25 years without having first provided identification.
2. Only a valid British driver's licence showing a photograph of the person, a valid passport or proof of age card showing the 'Pass' hologram are to be accepted as identification. Military ID Cards can also be accepted.

#### CCTV

1. The premises licence holder shall ensure the premises' digitally recorded CCTV system cameras shall continually record whilst the premises are open to the public and recordings shall be kept for a minimum of 28 days with time and date stamping. The entire licensable area shall be covered by the CCTV.
2. Data recordings shall be made immediately available to an authorised officer of Thames Valley Police or Reading Borough Council together with facilities for viewing upon request, subject to the provisions of the Data Protection Act.
3. Recorded images shall be of such quality as to be able to identify the recorded person in any light.
4. At least one member of staff on the premises at any time during operating hours shall be trained to access and download material from the CCTV system.

#### Immigration (Right to work) Documents

1. The premises licence holder or nominated representative shall keep and maintain all right to work documents for all staff members.
2. Right to work documents shall be kept at the premises and produced to authorised officers of Reading Borough Council and Thames Valley Police upon request.

## Alcohol Wholesale Registration Scheme

1. The Premises Licence Holder shall have available on the premises, for inspection by an authorised officer of Reading Borough Council or Thames Valley Police at any reasonable time, true copies of invoices, receipts or other records of transactions for all tobacco and alcohol products purchased in the preceding three months.
2. All alcohol products shall only be purchased from outlets registered with HMRC's Alcohol Wholesale Registration Scheme.

## Refusal Book

1. A refusal register whether written or electronic – shall be used, kept and maintained at the premises.
2. The refusal register shall record the time and date of the refusal; which age restricted product was refused, details of the staff member refusing service and a description of the person refused.
3. The refusal log shall be produced to authorised officers of Reading Borough Council and Thames Valley Police upon request.

## Other

All staff involved in the sale of alcohol must attend and pass the BII Level 1 Award in Responsible Alcohol Retailing within 28 days of employment. All staff shall be trained on the law relating to underage sales and how to question and refuse sales if necessary. Records of the training and reminders given shall be retained and be readily made available to authorised officers of Reading Borough Council and the Police on request;

All incidents which impact on any of the four licensing objectives shall be recorded on a register kept at the premises for this purpose. In the case of refusals for under age sales, the date, time, person refusing, the reason for refusal and a brief description of the customer shall be recorded. The register must be made available to an authorised officer of the Licensing Authority and the Police on request;

Signs shall be placed at all exits asking customers to respect the needs of local residents and to leave the premises quietly.

No cans of super strength beer and cider above 6.5% ABV shall be sold on the premises at any time except for products identified as premium craft beers.

The licence holder shall actively participate in initiatives set up by Thames Valley Police; Reading Borough Council or Reading Pubwatch including initiatives to tackle drunken behaviour and street drinking, such as 'Reducing the Strength'.

**COMMERCIAL LEASE AGREEMENT**

THIS LEASE (this "Lease") dated this 3<sup>rd</sup> day of April 2018

BETWEEN:

**Alpesh Patel & Sangita Patel of 234 Northumberland Avenue, Reading, RG2 7QA**

Telephone:  
(the "Landlord")

OF THE FIRST PART

- AND -

**Pritesh Raghubhai Patel of [REDACTED], Reading, RG2 7NH**  
(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

**Definitions**

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

- c. "Insurance Charge" means the cost to the Landlord of effecting and maintaining the Insurance Policies from, and including, any premiums paid and, where relevant, the cost of assessing any insured amounts;
- d. "Insurance Policies" means the insurance policy or policies maintained by the Landlord in respect of the Premises covering damage by Insured Risks, loss of Rent, public liability and all other insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
- e. "Insured Risks" means fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devices or articles dropped from such aerial devices, riot, civil commotion, malicious damage, storm or tempest, bursting or overflowing of water tanks apparatus or pipes, flood, impact by road vehicles, terrorism (to the extent that insurance against such risks may ordinarily be arranged with an insurer of good repute at reasonable commercial rates) and such other risks or insurance as may from time to time be reasonably required by the Landlord;
- f. "Open Market Rent" means the best rent which might reasonably be expected to be paid by a willing tenant to a willing landlord for a letting of the whole of the Premises in the open market with vacant possession and without a fine or premium for the residue of the term remaining at the date of review;
- g. "Common Areas and Facilities" mean:
- i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below lettable premises and not included within lettable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
  - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- h. "Lands" means the land legally described as:

i. As per plans attached;

i. "Lettable Area" means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;

j. "Premises" means the **retail store at 234 Northumberland Avenue, Reading, RG2 7QA**, which is located approximately as shown in red on Schedule 'A' attached to and incorporated in the Lease and comprises a Lettable Area.

k. "Rent" means the total of Base Rent and Additional Rent.

#### **Intent of Lease**

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

#### **Let Premises**

3. The Landlord agrees to let to the Tenant the retail store municipally described as **234 Northumberland Avenue, Reading, RG2 7QA**, (the "**Premises**") which is located approximately as shown in red on Schedule "A" attached to and incorporated in the Lease and comprises a Lettable Area. The Premises will be used for only the following permitted use (the "Permitted Use"):

**Use as Convenience store with off- License Business only.**

Neither the Premises nor any part of the Premises will be used at any time during the Term by Tenant for any purpose other than the Permitted Use.

4. The Premises form only part of a Building. They do not include any part of the main structure, foundations, roof or exterior of that Building but they do include window frames and plate glass, doors and door frames, raised floors and suspended ceilings and the voids above and below them, light fittings and other landlord's fixtures and fittings.

### Term

5. The term of the Lease commences on 3<sup>rd</sup> April 2018 and ends on 2<sup>nd</sup> April 2023 (the "Term").

6. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

### Security of Tenure

7. The Landlord and the Tenant have agreed that sections 24 to 28 of the Landlord and Tenant Act 1954 apply to this Lease.

### Rent

8. Subject to the provisions of this Lease, the Tenant will pay a base rent of £ [REDACTED] [REDACTED] payable per month – [REDACTED] per annum] for the Premises (the "Base Rent").

9. The Tenant will pay the Base Rent on or before the First of each and every month of the Term to the Landlord.

10. The Tenant will indemnify the Landlord for all rates, taxes, assessments, duties, charges, impositions and outgoings imposed on the Premises, or any owner or occupier of it, during the Term, including all costs reasonably incurred by the Landlord in connection with appealing against the rating evaluation of the Premises.

11. All amounts payable by the Tenant under this Lease are exclusive of any Value Added Tax that may be payable from time to time, and the Tenant will pay to the Landlord the amount of Value Added Tax charged to the Landlord for a Value Added Tax supply made in respect of the Premises that is not recoverable from HM Revenue and Customs.

### Rent Review

12. If the Term of this Lease is greater than five years, the Landlord and Tenant will review the basic rent after each five-year period, which basic rent will become effective at the commencement of the following five-year period.
13. For any rent review, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.
14. The rent review will assume that:
  - a. the Premises are fit for occupation by a willing tenant;
  - b. the Premises may be lawfully let for the Permitted Use;
  - c. the Landlord and Tenant have complied with their respective obligations in this Lease; and
  - d. if the Premises have been damaged or destroyed, they have been fully repaired.
15. The rent review will disregard:
  - a. the fact that the Tenant, or any predecessor or subtenant, occupied the Premises;
  - b. any goodwill attached to the Premises because of the Tenant's occupation;
  - c. any work done to the Premises that was not done pursuant to an obligation in this Lease; and
  - d. any activities on, or work done to, any adjoining premises.
16. If the Landlord and Tenant cannot agree on the basic rent on the date of review, either the Landlord or Tenant may request the President of the Royal Institution of Chartered Surveyors to appoint an arbitrator to determine the Open Market Rent, in arbitration conducted in accordance with the Arbitration Act 1996, which determination will be binding on the Landlord and Tenant.
17. If the arbitrator is incapable or unwilling to act, the Landlord or Tenant may request the President of the Royal Institution of Chartered Surveyors to appoint a replacement.
18. The results of the rent review will be recorded in a memorandum that will be signed by the Landlord and Tenant.

### Use and Occupation

19. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. **The Tenant will carry on business under the name of 'Supersave'** and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

### Security Deposit

21. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of **£4,500.00 [Four Thousand Five Hundred Pounds]** (the "**Security Deposit**") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

22. The Tenant may not use the Security Deposit as payment for the Rent.

### Quiet Enjoyment

23. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

### Distress

24. If and whenever the Tenant is in default in payment of the Rent owed under this Lease, interest on that Rent and any value added tax in respect to that Rent, the Landlord may use the commercial rent



arrears recovery (the "CRAR") procedure set out in Schedule 12 (Taking control of goods) of the Tribunals, Courts and Enforcement Act 2007 to have an enforcement agent use its enforcement power to take control of the Tenant's goods and sell them to recover that outstanding amount.

### **Holding Over**

25. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

### **Additional Rights on Reentry**

26. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- c. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- d. the Tenant will pay to the Landlord on demand:
  - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
  - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized;

including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

#### **Inspections and Landlord's Right to Enter**

27. The Landlord and the Tenant will complete, sign and date a schedule of condition at the beginning and at the end of this tenancy.

#### **Premises Licence**

28. The premises licence shall be surrendered when the term of this lease come to a end hence or, this lease agreement is terminated early.

29. Alpesh Patel and Sangita Patel will retain full rights and access to the post office.

#### **Tenant Improvements**

30. The Tenant will obtain written permission from the Landlord before doing any of the following:

a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;

b. removing or adding walls, or performing any structural alterations;

- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plan, equipment, machinery or apparatus without the Landlord's prior consent.

### **Utilities and Other Costs**

31. The Tenant is responsible for paying to the Landlord the following utilities and other charges: electricity, natural gas, water, telephone, Internet and cable.

### **Insurance**

32. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

33. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.

### **Abandonment**

34. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the

unexpired term, if this Lease had continued in force, and the net rent for such period realised by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper in compliance with the Torts (Interference with Goods) Act 1977 and is relieved of all liability for doing so.

#### **Attorney Fees**

35. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

#### **Governing Law**

36. This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

#### **Severability**

37. If there is a conflict between any provision of this Lease and the applicable legislation of England (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

#### **Assignment and Subletting**

38. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

### **Bulk Sale**

39. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

### **Additional Provisions**

40. If the tenant breaches any conditions or gets involved in any criminal offence will need to forfeit this contract.

The tenant will not resell or sublet the premises.

### **Care and Use of Premises**

41. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

42. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

43. The Tenant will not engage in any illegal trade or activity on or about the Premises.

44. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

### **Surrender of Premises**

45. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

### **Hazardous Materials**

46. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

### **Rules and Regulations**

47. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, car park and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

### **General Provisions**

48. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

49. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

50. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

51. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

52. The provisions of Section 196 of the Law of Property Act 1925, as amended by the Recorded Delivery Services Act 1962, will apply to the giving and service of all notices and documents under or in connection with this Lease.

53. Time is of the essence in this Lease.

54. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on

either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

55. The Parties do not intend for any term of this Lease to be enforceable by a person that is not party to this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999.

56. The Tenant will pay the stamp duty land tax on this Lease and any amending document.


**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorised officer under seal, *on this 3rd day of April 2018.*

Signed as a DEED by the SAID



**ALPESH PATEL**

 .....

**SANGITA PATEL**

 .....

In the presence of:



MR. SURANDRA PANEJAL   
 KINGSWATER ROAD  
ROSLIN  
HA4 6AY

Signed as a DEED by the SAID

**PRITESH RAGHUBHAI PATEL**

 .....

In the presence of:

MISS SUPRIYA PREMAL  
  
NEWPORT ROAD   
HAIES  
UB4 8JX