

**Premise Licence Holder -  
Additional Appendix 2  
ENV 918**

# **STORE LOGBOOK**

**IMPORTANT FILE**

TODAY'S EXPRESS, 50 KESTEVEN, STAMFORD, PE9 1SU



# LICENSED PREMISES LOG BOOK

## INSIDE:

- STAFF AUTHORISED LIST
- REVERSAL BOOK
- INCIDENT BOOK
- LOCAL AUTHORITY/ POLICE/ RELEVANT VISITOR'S BOOK – ALL VISITORS TO RECORD THEIR VISIT IN THE BOOK
- STAFF TRAINING LOG AND MANUAL
- CONDITIONS ON THE LICENCE – COMPLIANCE CHECK

## LICENSED PREMISES – LOG BOOK

NAME OF THE PREMISES:	TODAYS EXPRESS
ADDRESS:	50 KESTeven ROAD , STAMFORD, PE91SU.
PREMISES LICENCE NUMBER	28619
DPS NAME AND CONTACT PHONE NUMBER	ARUMUGAM KATHAMOHAN , [REDACTED]
MANAGER NAME AND CONTACT PHONE NUMBER	[REDACTED]



**SOUTH  
KESTEVEN  
DISTRICT  
COUNCIL**

**GRANTED**

**SOUTH KESTEVEN DISTRICT COUNCIL**

Date: 03/08/2023

**South Kesteven District Council  
Council Offices  
St Peters Hill  
Grantham  
Lincolnshire  
NG31 6PZ**

**Premises licence summary**

<b>Premises licence number</b>	23619
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**Premises details**

<b>Postal address of premises, or if none, ordnance survey map reference or description</b>	
<b>Todays Express 50 Kesteven Road</b>	
<b>Post town</b>	<b>Post code</b>
<b>Stamford Lincolnshire</b>	
<b>Telephone number</b> 01494 256350	

**Where the licence is time limited the dates**

**Licensable Activities authorised by the licence**

**Sale by retail of alcohol**

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

**Sale by retail of alcohol**

06:00 to 00:00 Monday  
06:00 to 00:00 Tuesday  
06:00 to 00:00 Wednesday  
06:00 to 00:00 Thursday  
06:00 to 00:00 Friday  
06:00 to 00:00 Saturday  
06:00 to 00:00 Sunday

**The opening hours of the premises**

06:00 to 00:00 Monday  
06:00 to 00:00 Tuesday  
06:00 to 00:00 Wednesday  
06:00 to 00:00 Thursday  
06:00 to 00:00 Friday  
06:00 to 00:00 Saturday  
06:00 to 00:00 Sunday

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

Off the premises

**Name of holder of premises licence**

Arumugam Kalamohan

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

**Name of designated premises supervisor where the premises licence authorises the supply of alcohol**

ARUMUGAM KALAMOHAN

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



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KESTEVEN  
DISTRICT  
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Date: 03/08/2023

South Kesteven District Council  
Council Offices  
St Peters Hill  
Grantham  
Lincolnshire  
NG31 6PZ

Premises licence number 23619

**Part 1 – Premises details**

**Postal address of premises, or if none, ordnance survey map reference or description**

Todays Express  
50 Kesteven Road

Post town	Stamford Lincolnshire	Post code	PE9 1SU
Telephone number	01494 256350		

**Where the licence is time limited the dates**

**Licensable activities authorised by the licence**

Sale by retail of alcohol

**The times the licence authorise the carrying out of licensable activities**

Sale by retail of alcohol

06:00 to 00:00 Monday  
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06:00 to 00:00 Thursday  
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06:00 to 00:00 Sunday

**The opening hours of the premises**

06:00 to 00:00 Monday  
06:00 to 00:00 Tuesday  
06:00 to 00:00 Wednesday  
06:00 to 00:00 Thursday  
06:00 to 00:00 Friday  
06:00 to 00:00 Saturday  
06:00 to 00:00 Sunday

**Where the licence authorise supplies of alcohol whether these are on and/or off supplies**

Off the premises

**Part 2**

**Name, (registered) address, telephone number and e-mail (where relevant) of holder of premises licence**

Arumugam Kalamohan

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

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

ARUMUGAM KALAMOHAN

**Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises the supply of alcohol**

LBHIL0515-LONDON BOROUGH OF HILLINGDON

## **Annex 1 – Mandatory conditions**

**Todays Express**  
**50 Kesteven Road**  
**Stamford**  
**Lincolnshire**  
**PE9 1SU**

### **Supply of alcohol**

1. No supply of alcohol shall be made under this Premises Licence at a time:
  - a) When there is no designated supervisor in respect of the Premises Licence
  - b) When the designated premises supervisor does not hold a personal licence or his or her personal licence is suspended.
2. Every supply of alcohol under the Premises Licence shall be made or authorised by a person who holds a personal licence.

### **SCHEDULE Mandatory Licensing Conditions**

- (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.

### **Mandatory condition preventing the sale or supply of alcohol below the permitted price.**

1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.
2. For the purposes of the condition set out in paragraph 1
  - (a) "duty" is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
  - (b) "permitted price" is the price found by applying the formula:-
$$P = D + (D \times V)$$
 where:-  
P is the permitted price,

- i) 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
- ii) 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) "valued added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by Paragraph (b) of paragraph 2 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.

4. (1) Sub-paragraph (2) applies where the permitted price given by Paragraph (b) of paragraph 2 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.

## **Annex 2 – Conditions consistent with the Operating Schedule**

**Todays Express**  
**50 Kesteven Road**  
**Stamford**  
**Lincolnshire**  
**PE9 1SU**

### **Steps Taken To Promote the Licensing Objectives**

#### **a) General - all four licensing objectives (b,c,d,e)**

A CCTV system shall be installed, recording and maintained in working order and operated at the premises to the satisfaction of Lincolnshire Police, specifically:-

- a) There shall be a minimum of one high resolution colour camera, fitted in a weatherproof housing, for external coverage of the entrance;**
- b) There shall be a minimum of one high-resolution colour camera fitted to each public entrance/exit. To provide a quality head and shoulder image for facial recognition and identification purposes of all persons entering the premises;**
- c) There shall be sufficient cameras able to cope with the normal operating illumination to reasonably cover all licensed public areas;**
- d) Recordings must be kept for a minimum of 31 days and endorsed with the accurate, correct time/date (BST/GMT adjusted);**
- e) Police and/or Authorised Licensing Officers shall be able on attendance to view immediate playback of any incident without the necessity for download;**
- f) Recordings of incidents at the premises must be provided to the police following lawful request;**
- g) A member of staff shall be on the premises at all times they are open to the public who is capable of operating the CCTV system and providing recordings on request;**
- h) Recording equipment shall be housed in a secure room/cabinet where access and operation is strictly limited to authorised persons.**

An incident book/refusals register shall be kept at the premises in which details of crime, disorder and refusals (of alcohol sales and other age restricted goods) relating to the premises shall be recorded. The book/register shall contain the following details:

- a) Time, date and location of the incident/refusal, signed by the staff member dealing with it;**
- b) Nature of the incident/refusal;**
- c) Name and brief description of any persons(s) involved;**

- d) Result of the incident/reason for refusal;
- e) The item(s) attempted to have been purchased;
- f) Action taken to prevent further such incidents (where appropriate).

The incident book/refusals register (which may be electronic) shall be made available to Police Officers and Representatives of Responsible Authorities upon request. Each entry shall be retained for a period of 24 months from date of completion.

The licence holder will run the premises well and be a responsible retailer and a good neighbour to promote the licensing objectives;

The licence holder will aim to develop and maintain good working relationships with the Responsible Authorities, in particular with the Police.

All individual staff will be authorised to sell alcohol in writing and a record of the authorisation will be kept in the shop by inspection.

The licence holder will sign up to the Portman Group's retail alert bulletin in respect of the code of practice on the naming, packaging and promotion of alcoholic drinks.

**b) The prevention of crime and disorder**

The DPS and other staff will be vigilant and monitor the area immediately outside the shop to ensure that youths do not cause annoyance by congregating.

Spirits will be kept behind the counter and not available for self-service by customers.

The shop shall operate a refusals policy as follows - alcohol will not be sold to persons found drinking alcohol in the street, any person who is drunk or appears to be drunk; anyone suspected of trying to buy alcohol for another person who is drunk or appears to be drunk; any person unable to provide valid ID when requested by staff, any person who is verbally or physically abusive towards staff or customers, to any person suspected of trying to buy alcohol for another person(s) who may be under age. A notice advising customers of the refusals policy shall be on display.

A written recruitment procedure will be in place which includes the steps that will be taken by the licence holder to check the immigration status and the eligibility of an individual to work in the UK in accordance with the Home Office Guidance for employers on preventing illegal working in the UK.

The premises licence holder must carry out checks relating to the right to work in accordance with the Home Office Guidance - "Right to work checks: an employer's guide" in respect of all of the employees that work at the premises;

The premises licence holder must carry out checks relating to the right to work in accordance with Home Office Guidance - "Right to work checks: an employer's guide" in respect of any prospective employees (including any trial period) before entering into a contract of employment with the prospective employee;

All copies of documents for members of staff as a result of conducting checks relating to the right to work at the premises must be stored securely by the premises licence holder at the premises for each individual member of staff and be retained for a period of 2 years post termination of employment and be made available to responsible authorities, immigration or licensing officers upon request.

The shop is committed to the 'Crimestoppers' initiative and 'Crimestoppers' literature will be displayed with the shop.

c) Public safety

Appropriate fire safety equipment to be available.

The licence holder shall comply with other legislative requirements to ensure that the shop is safe for customers and staff.

d) The prevention of public nuisance

The licence holder shall take appropriate steps to ensure the area adjacent to the premises are kept free from any litter which may have arisen from the operation of the business.

Deliveries to the premises shall only be made during normal working hours (07:00am - 6.00pm).

Adequate signage will be displayed requesting customers to leave the area quietly. The DPS and other staff will be vigilant and monitor the area immediately outside the shop to ensure that youths do not congregate.

e) The protection of children from harm

The premises shall operate the "Challenge 25" Proof of Age Policy to prevent the sale or supply of alcohol to persons under 18 years of age. The policy shall require any person who appears to be under the age of 25 years to produce one of the following forms of identification:

\* A recognised proof of age card credited under the British Retail Consortiums Proof of Age Standards Scheme (PASS);

\* Photo driving licence;

\* Passport.

All point of sale staff shall undergo training in the challenge 25 proof of age scheme and all other relevant policies with a record kept of the date of training, signed by the member of staff and the trainer. Each entry shall be retained for a period of 12 months from date of completion. This record shall be made available for inspection by Lincolnshire Police Officers or other relevant authority.

Clear, prominent and unobstructed signage, informing customers of the proof of age scheme in operation, will be clearly displayed at the entrance to the premises, adjacent to where the products are displayed, and point(s) of sale.

A due diligence checklist (aimed at preventing any under age sales) will be kept and maintained and be available for inspection by responsible authorities.

A documented training scheme shall be used for all staff authorised to sell alcohol. The training will emphasise the importance of preventing under age sales. Training will be updated every 12 months, training records will be kept and be made available to responsible authorities upon request.

All staff members engaged, or to be engaged, in selling alcohol on the premises shall receive full training pertinent to the Licensing Act, specifically with regard to age restricted sales and the refusal of sales to persons believed to be under the influence of alcohol or drugs. Induction training must be completed prior to any sales being made by an individual and company refresher training shall be proved at least every 6 months. All such training is to be fully documented and signed by not only the employee but the person delivering the training. Training records shall be kept at the premises and made available upon request to responsible authorities or licensing officer.

## Annex 3 – Conditions after a Hearing

**Todays Express**  
50 Kesteven Road  
Stamford  
Lincolnshire  
PE9 1SU

Conditions attached after a hearing by the licensing authority

To modify the conditions of the Premises licence in respect of Today's Express, 50 Kesteven Road, Stamford to include the following extra conditions:

Under the Protection of Children from Harm:

All staff members engaged, or to be engaged, in selling alcohol on the premises shall receive full training pertinent to the Licensing Act, specifically with regard to age restricted sales and the refusal of sales to persons believed to be under the influence of alcohol or drugs. Induction training must be completed prior to any sales being made by an individual and company refresher training shall be proved at least every 6 months. All such training is to be fully documented and signed by not only the employee but the person delivering the training. Training records shall be kept at the premises and made available upon request to responsible authorities or licensing officer.

In relation to right to work checks:

The premises licence holder must carry out checks relating to the right to work in accordance with the Home Office Guidance - "Right to work checks: an employer's guide" in respect of all of the employees that work at the premises;

The premises licence holder must carry out checks relating to the right to work in accordance with Home Office Guidance - "Right to work checks: an employer's guide" in respect of any prospective employees (including any trial period) before entering into a contract of employment with the prospective employee;

All copies of documents for members of staff as a result of conducting checks relating to the right to work at the premises must be stored securely by the premises licence holder at the premises for each individual member of staff and be retained for a period of 12 months post termination of employment and be made available to responsible authorities, immigration or licensing officers upon request.

(Date of Hearing)  
(Committee Report No)

## **Annex 4 – Plans**

**Today's Express**  
**50 Kesteven Road**  
**Stamford**  
**Lincolnshire**  
**PE9 1SU**



## INTRODUCTION

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This log book aims to help Premises Licence Holders, Designated Premises Supervisors and Individual staff with the day-to-day running of their premises and includes guidance on:

- Displaying notices clearly and complying with the Licensing Act 2003
- Keeping record of staff training
- Keeping records of times when sales have been refused and why
- Keeping records of Incidents

## DISPLAYING YOUR PREMISES LICENCE SUMMARY

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Your premises Licence Summary must be prominently displayed.

Failure can result in a £500 fine.

The premises licence is the licence granted by South Council Licensing Authority. It can authorise the premises to carry out licensable activities such as:

- The sale of alcohol by retail
- The provision of regulated entertainment (e.g. the performance of a play, an exhibition of a film, an indoor sporting event, boxing or wrestling entertainment, a performance of live music, any playing of recorded music, a performance of dance)

Your premises licence and premises licence summary will state the licensable activities you are allowed to provide and the times you can provide them.

The premises licence summary (or certified copy) must be always displayed in a clearly visible place – e.g. by a main entrance door.

The complies with subsection 57(3)(a) of the Licensing Act 2003

# PREMISES LICENCE SUMMARY EXAMPLE

(COUNCIL NAME AND LOGO)	
Premises licence summary	
Premises details	
Post office number	
Post town	
Post code	
Telephone number	
Postal address of premises, or if none, ordnance survey map reference or description	
Where the licence is time limited the dates	
Licensee Activities authorised by the licence	
The times the licence authorises the carrying out of licensable activities	
The opening hours of the premises	
Where the licence authorises supplies of alcohol whether these are on and/or off site	
Name, (registered) address of holder of premises licence	
Registered number of holder, (or example company number, charity number (where applicable))	
Name of designated premises supervisor where the premises licence authorises the supply of alcohol	
State whether access to the premises by children is restricted or prohibited	

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## *NOMINATED HOLDER OF THE PREMISES LICENCE*

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The Premises Licence Holder(s) must keep the premises licence (or a certified copy) in their custody or under their control. Alternatively, they may nominate in writing another named person who works at the premises to keep it in their custody on their behalf. This complies with subsection 57(2) of the Licensing Act 2003.

See next page for a sample Notice that can be photocopied for repeat use.

To comply with subsection 57(3) of the Licensing Act 2003, this notice must also be prominently displayed at the premises when it is in use.

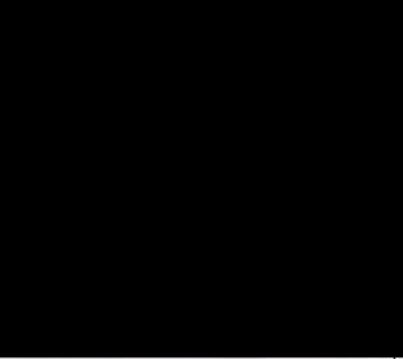
## Written Authorisation for the Sale of Alcohol

I Aswiniugam Kalanathan (print name) the designated premises supervisor (DPS) authorise the following people to sell alcohol in my absence. I have provided training on preventing alcohol sales to persons aged under 18 to the named members of staff.

Personal licence number LBHIL0515

Issued by HILLINGDON, LONDON (name of Local Authority)

DPS Signature 

Employee Name & Signature	Date	DPS Signature
	19/10/23	
	05/03/24	
	13/04/24	
	21/02/2025	

NOTICE specifying the person nominated to hold the Premises  
Licence

To whom it may concern,

I/ WE ARUMUGAM JAGATHAN being the Premises Licence Holder(s) for  
(name and address of the premises) TODDAYS EXPRESS 50 KESTEVEN ROAD STAMFORD,

DESIRU.

give notice that \_\_\_\_\_ being the position of  
\_\_\_\_\_ at the premises, is the specified person nominated to keep the premises  
licence, or a certified copy of the licence, at the premises in their custody or under their control as required by subsection  
57(2) of the Licensing Act 2003.

DATE: 25/07/2024

SIGNED (PREMISES LICENCE HOLDER):  
[REDACTED]

DATE: 25/07/2024

SIGNED (NOMINATED PERSON)  
[REDACTED]

# Sale of Alcohol When the DPS is Absent

Premises name and address Todays Express to Kesteven Road  
Stamford PE9 18U

Premises Licence Number 23619

Under the Licensing Act 2003 a Premises Licence has been granted to Premises Licence Holder. The Premises Licence includes the permission to make retail sales of alcohol sale for consumption.

A copy of the premises Licence is attached to this document, and you should read and understand it. In particular, please familiarise yourself with the various hours during which licensable activities are permitted to take place, the area(s) in which they may take place, and conditions which are attached to the Premises Licence that must at all times.

As the Premises Licence authorises, the retail sale of alcohol as a licensable activity, it is requirement that an individual, referred to as the Designated Premises Supervisor (DPS) is specified. The DPS for the premises is (name)

Alumugam Jalamohan.

As you do not hold a Personal Licence under the Licensing Act 2003, it is a requirement that any sale of alcohol which you do make, has been correctly authorised by either the DPS or another individual who holds Personal Licence. You are therefore being duty authorised by DPS (name)

Alumugam Jalamohan or Personal Licence Holder (name) \_\_\_\_\_ to make sales of alcohol on their behalf, provided you ensure that the following requirements are met:

- Alcohol can only be sold on the following standard days and timings as in the attached Premises Licence.
- Adhered to any conditions on the licence.
- You must not sell alcohol to anyone under the age of 18.
- Anyone attempting to purchase alcohol who appears to be under the age of 25, must be asked to provide suitable identification, this includes 'PASS proof of age card, Photo driving licences and passport'.
- If such identification cannot be provided, or you have any doubts or concerns in any way, you should not proceed with making the sale.

DPS/ Personal Licence Holder name, signature and date \_\_\_\_\_

- CONFIRM THAT I HAVE READ AND UNDERSTAND THE ABOVE:

Staff Name	Signature	Date
_____	_____	19/10/2023
_____	_____	05/03/2024
_____	_____	13/09/2024
_____	_____	21/02/2025

Licensing Act 2003

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**STAFF TRAINING MANUAL &  
LOG BOOK**

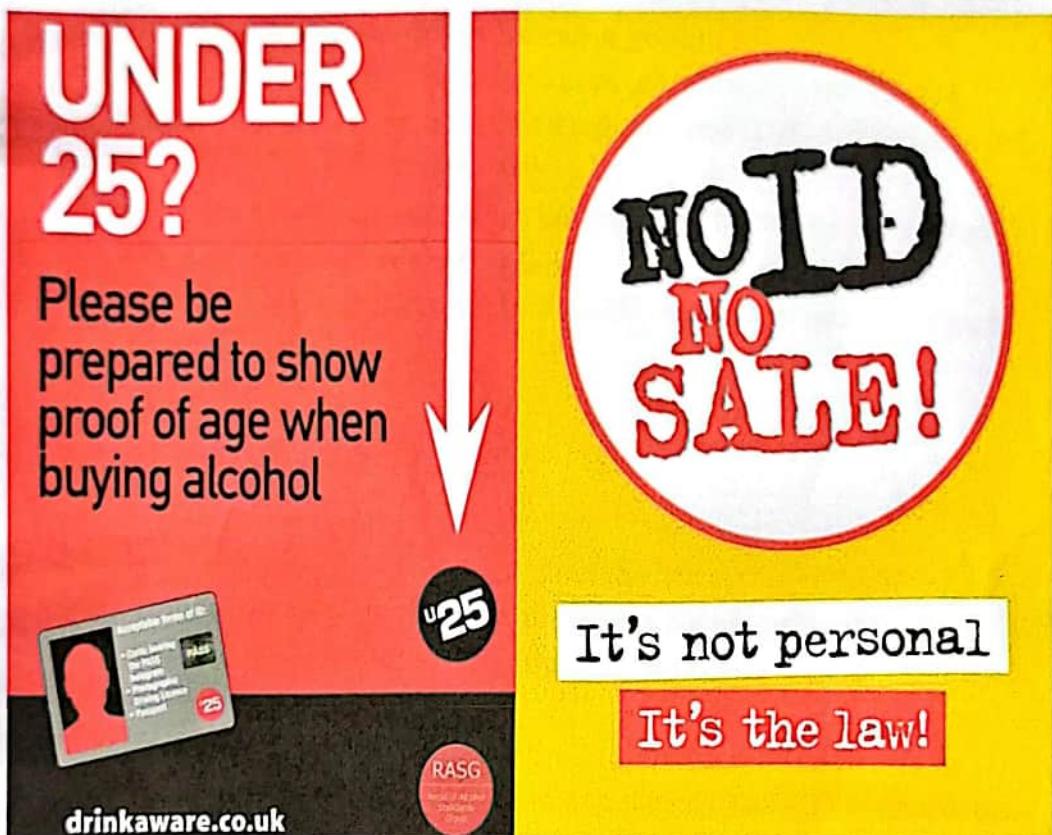
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ALL MATERIAL COVERED IN THE TRAINING  
ENCLOSED



If a customer is not happy that you have asked them to provide their ID, as you believe they are under 25, politely show them these posters which are displayed in the store.

REMEMBER – IT IS YOUR JOB TO ASK FOR ID!



# AGE RESTRICTED PRODUCTS SALES – WHAT WILL HAPPEN?

## CRITERIA

A strategy for reducing the number of underage sales is being developed by Trading Standards.

The strategy includes the following elements:

- Widely publicised telephone hotlines to encourage the public to report retailers who illegally sell age restricted products.
- A positive campaign, of which this pack is an essential part to raise retailers' awareness of the law and suggest ways staff can be supported in dealing with difficult customers.
- Test purchase at premises which are identified by calls to the hotline.
- Prosecution of persistent offenders.
- Support for a proof of age scheme which would assist retailers to meet their legal obligations.

## CONTENTS

- INFORMATION SHEETS

Each information sheet briefly sets out the law as it affects sales of age restricted products. In the main, these laws are enforced by Trading Standards Officers who work for the Local Authority.

To ensure that you have taken all precautions necessary to avoid an illegal sale the sheet should be read and signed by all staff to ensure they are aware of the law.

Make sure that new staff read and sign the sheets as part of their training programme. Use it as a reminder every few months.

- REFUSAL RECORD

To prove that you do refuse to sell, this notebook makes it easy to keep details of each refusal. KEEP IT NEAR THE POINT OF SALE!



To be read and signed by all staffs – CHALLENGE 25

- It is illegal to sell cigarettes or any other tobacco products to anyone under 18.
- If you are not sure that the customer is over the age of 18, ask for proof of age.
- If you are still not sure – REFUSE THE SALE
- Remember that the law forbids all tobacco sales to children. If a child says, "they are for my mum", that makes no difference, even if it's true.
- Make sure the warning on the packets is in English.
- Make sure the warning notice "It is illegal to sell tobacco products to anyone under the age of 18" can be seen clearly at all times.
- Cigarettes vending machines must have on them the warning "This vending machine is only for use of people aged 18 or over".
- Users of vending machines should be monitored to ensure no under 18s are buying cigarettes.

Remember you commit an offence,

- If you break the law and sell tobacco products to a child under 18.
- If you sell unpacked cigarettes.
- If you do not display the warning notice or the vending machine sign so that they can be easily seen.

DATE	STAFF NAME	SIGNATURE
19/10/23		
05/03/24		
13/04/24		
21/05/24		



## To be read and signed by all staffs – CHALLENGE 25

- It is illegal to sell ALCOHOL to anyone under 18.
- It is illegal to sell liqueur chocolates to anyone under the age of 16.
- Staff under the age of 18 must not sell alcohol without the knowledge of the sale by the license responsible person over 18.
- If you are not sure the customer is 18 (alcohol) or 16 (liqueur chocolates), ask for proof of age.
- If you are still not sure, REFUSE THE SALE!
- All premises which sell alcohol, must have a licence.
- The licence must affix to the licensed premises a notice in a conspicuous place stating, their name and the word "Licensed" followed by what the premises are licensed for.
- It is illegal for anyone under 18 to attempt to purchase alcohol.
- If you sell alcohol to a person under 18 your alcohol licence may be at risk.

Remember you commit an offence,

- If your premises doesn't have a licence to sell alcohol and you sell alcohol.
- If you break the law and sell alcohol to a person under 18 or liqueur chocolates to a child under 16.
- If a member of your staff who is under 18, sell alcohol without your knowledge or the knowledge of the responsible person who is over 18.

DATE	STAFF NAME	SIGNATURE
19/10/24		
05/03/24		
03/04/24		
21/2/25		



To be read and signed by all staffs – CHALLENGE 25

- It is illegal to sell FIREWORKS to anyone under 18.
- If you are not sure that the customer is over the age of 18, ask for proof of age.
- If you are still not sure, REFUSE THE SALE!
- It is an offence to sell caps, party poppers, throwdowns, novelty matches etc, to anyone under 16.
- You must be registered with Trading Standards to keep fireworks in your shop.
- All fireworks must be stored and displayed for sale in a safe and secure manner.

Remember you commit an offence,

- If you sell fireworks to anyone under 18.
- If you sell caps, party poppers, throwdowns, novelty matches etc, to anyone under 16.

DATE	STAFF NAME	SIGNATURE
19/10/23		
05/03/24		
13/04/24		
21/02/25		



To be read and signed by all staffs – CHALLENGE 25

- It is illegal to sell SPRAY PAINTS to anyone under 16.
- If you are not sure that the customer is over the age of 18, ask for proof of age.
- If you are still not sure, REFUSE THE SALE!
- Remember, that the law forbids all Spray Paints sales to children.
- Make sure the warning notice "It is illegal to sell a Spray Paint device to anyone under the age of 16" can be clearly seen at all times.

Remember you commit an offence,

- If you sell Spray Paints to a child under 16.
- If you do not display the warning notice so it can be easily seen.

DATE	STAFF NAME	SIGNATURE
19/10/23		
05/03/24		
13/04/24		
21/2/25		



To be read and signed by all staffs – CHALLENGE 25

- It is illegal to sell any knife to anyone under 18, or similar item which is made or adapted for use for causing injury to a person.
- If you are not sure that the customer is over the age of 18, ask for proof of age.
- If you are still not sure, REFUSE THE SALE!
- It is an offence to market a knife in such a way that suggests it is suitable for combat or otherwise encourage behaviour involving the use of the knife as a weapon.
- It is an offence to sell any flick knife.

Remember you commit an offence,

- If you sell knives to anyone under 18 which is made or adapted for causing injury.
- If you market a knife which suggests, it could be used as a weapon.

DATE	STAFF NAME	SIGNATURE
19/10/24		
05/03/24		
13/09/24		
21/2/25		

## LOTTERY TICKETS and SCRATCH CARDS



To be read and signed by all staffs – CHALLENGE 25

- It is illegal to sell LOTTERY TICKETS to anyone under 18.
- It is illegal to sell SCRATCH CARDS to anyone under 18
- If you are not sure that the customer is over the age of 18, ask for proof of age.
- If you are still not sure, REFUSE THE SALE!
- It is illegal for a member of staff who is under the age of 16 to sell lottery tickets or scratch cards.

Remember you commit an offence,

- If you sell lottery tickets to anyone under 18.
- If you sell lottery scratch cards to anyone under 18.
- If a member of staff under 16 sells lottery tickets or scratch cards.



DATE	STAFF NAME	SIGNATURE
19/10/23		
05/08/24		
13/03/24		
21/2/25		

## SOLVENT &amp; BUTANE GAS LIGHTER REFILLS

To be read and signed by all staffs – CHALLENGE 25

- It is illegal to sell substances to persons under 18 if you know or think that the substance or its fumes are likely to be inhaled for the purpose of "getting high".
- It is also an offence to sell substances you think will be sniffed, to persons acting on behalf of someone who is under 18.
- It is an offence to sell butane gas lighter refills to anyone under 18.
- If you are not sure refuse the sale.
- If you suspect an older person is buying on behalf of someone under 18, to inhale – refuse the sale.

The law does not give list of possible substances which may be inhaled- it is up to you to decide whether a particular young person is going to abuse the product. The main products that are misused to "get high" are:

- Butane gas
- Certain types of glues
- Correction fluids
- Many types of aerosol sprays

Remember you commit an offence:



- If you break the law and sell butane gas lighter refills to anyone under 18.
- If you sell "sniffable" substances to anyone under 18, or someone acting on their behalf - If you know or think they will be used for "getting high".

DATE	STAFF NAME	SIGNATURE
19/10/23		
05/03/24		
13/04/24		
21/02/25		

## DEALING WITH VULNERABLE CUSTOMERS

If the customer is vulnerable,

CALL THE  
MANAGER OR  
SUPERVISOR, IF  
NECESSARY.

EXPLAIN THE LEGAL  
ISSUE.

BE POLITE AND  
UNDERSTANDING.

APPOLIGIES FOR  
INCONVINIENCE!

## STAFF TRAINING – MANUAL PLUS

### Alcohol Sales

IT IS IMPORTANT, ALL STAFF KNOW THE FOUR LICENSING OBJECTIVES.

PUBLIC  
SAFETY!

PROTECTION  
OF CHILDREN  
FROM HARM!

PREVENTION  
OF PUBLIC  
NUISANCE!

PREVENTION  
OF CRIME AND  
DISORDER!

## Sample Record Book – How to Record – Incident Record!

- Record all crimes reported to the venue.
- Record all ejections of patrons.
- Record any complaints received.
- Record any incidents of disorder.
- Record any fault in the CCTV system.
- Record any refusal of the sale of alcohol and the name of the member of staff.
- Record who refused the sale.
- Record details of any officer of a responsible authority who visits the premises, including their name, job title and the responsible authority they represent.

INCIDENT RECORD				
Date & Time of the Incident	Personal Details of Person(s) Involved	Description of the Incident	Action Taken (Please record Ref number if applicable)	Name of the Employee recording the Incident
e.g 25/05/2023 8pm	Drunken Male	Throw and Broke the Bottles Outside	Made a Record	A Robert
e.g 31/05/2023 9am	Group of Young People	Making Nuisance, Gathering Near Alcohol Area	Asked to Leave the Premises	M Kim
e.g 12/12/2023 2pm	CCTV Broken Down/Fault	System Overloaded – Not Recording	Told the manager/ CCTV Technician Called In	B James
e.g 26/12/2023 7pm	Customer Lady Look Age 50	Complained that her Daughter Bought Alcohol/Energy Drink	Report Taken, Informed Manager, Asked the customer to come again when the manager is there.	J Will

INCIDENT RECORD				
Date & Time of the Incident	Personal Details of Person(s) Involved	Description of the Incident	Action Taken (Please record Ref number if applicable	Name of the Employee recording the Incident
25/08/24 (9:08AM)	Short lady with Brown hair	She Stolen two Can of Beer	Informed to Police	
25/08/24 (18:40PM)	A same lady came on morning	Taken five Can of Beer with rude Behaviour		
26/08/24 (1:40 AM)	A lady & short brown hair with glass	Try to Stole alcohol and fight with staff	Informed to Police	A
01/09/24 (18:48)	A short lady alcoholic stolen Binge	I try to stop her But She Resentancy		
31/10/24 (12.30)	Students escape from school & have soft drinks	School Teachers came and enquired about them & these two soft drinks gone	Informed to Manager	
15/11/24 (14:11)	A school boy stolen one Vape	"	Video Recorded will Inform to parents	

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## STAFF TRAINING – MANUAL PLUS

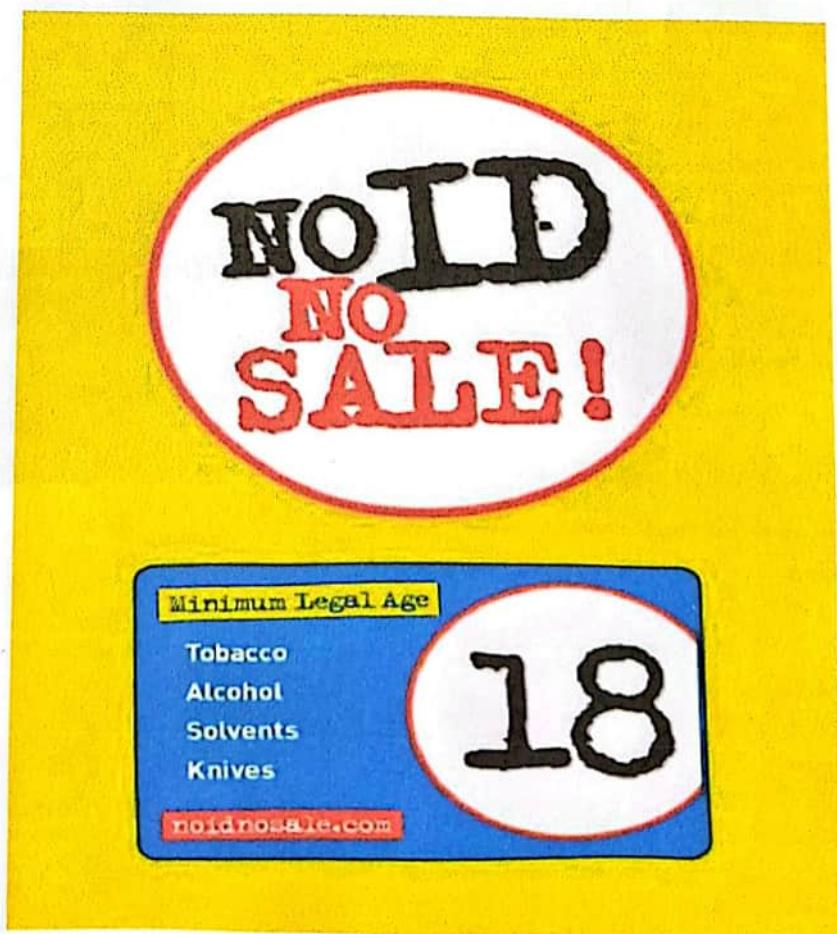
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### Underage Sales

PERHAPS THE MOST IMPORTANT ASPECT OF RUNNING A LICENSED PREMISE IS TO PREVENT UNDERAGE SALES.

THEREFORE, THE FOLLOWING PRECDURE MUST BE FOLLOWED:

- IF A PERSON APPEARS TO BE UNDER 25 YEARS OF AGE, THEN THEY MUST BE ASKED FOR ID.
- ACCEPTABLE IDs ARE,
  - PASSPORT
  - DRIVING LICENCE
  - PASS ACCREDITED ID CARD SUCH AS CITIZEN CARD



## STAFF TRAINING – MANUAL PLUS

### Underage Sales

#### WHEN ID IS PRESENTED, CHECK THE FOLLOWING

##### PASSPORT

Look for Hologram: Check that the passport is intact and has not been tampered with. For example, the photo does not stand up from the page or that the transparent cover over the photo is not damaged.

Photo Likeness: Check the photo is a likeness of the person purchasing the alcohol.

Date of birth: check the date of birth on the passport.

##### DRIVING LICENCE

Look for Hologram: Check that the passport is intact and has not been tampered with. For example, the photo does not stand up from the page or that the transparent cover over the photo is not damaged.  
(DVLA Hologram in older cards)

Check the Surname/triangle/one way sign/steering wheel/embossed section 9.

Photo Likeness: Check the photo is a likeness of the person purchasing the alcohol.

Date of birth: check the date of birth on the passport.

##### THE LICENCE, PASS ACCREDITED CARDS

Look for Hologram: Check that the passport is intact and has not been tampered with. For example, the photo does not stand up from the page or that the transparent cover over the photo is not damaged.

Photo Likeness: Check the photo is a likeness of the person purchasing the alcohol.

Date of birth: check the date of birth on the passport.

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## STAFF TRAINING – MANUAL PLUS

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### Underage Sales

#### CONSEQUENCES OF AN UNDERAGE SALE

If an underage sale takes place the following may occur.

- A fine of any amount for the member of staff who sells the alcohol or a fixed penalty of £90.
- A fine of any amount or a fixed penalty of £90 for the DPS.
- The Licence can be reviewed.
- Also, defendants may have to pay court costs.

The police can issue a fixed penalty notice of £90 for the following offences,

- Consumption of alcohol by an under 18-year-old.
- Selling alcohol to an under 18-year-old, obtaining alcohol for an under 18-year-old.
- Allowing consumption of alcohol by and under 18-year-old.
- Allowing delivery of alcohol to an under 18-year-old.

It is an offence to persistently sell alcohol to someone under 18-year-old.

THE OFFENCE IS COMMITTED IF ON TWO OR MORE OCCASIONS IN THREE CONSECUTIVE MONTHS' ALCOHOL IS SOLD UNLAWFULLY TO A PERSON UNDER 18-YEAR-OLD AT THE SAME PREMISES.

The fine can be unlimited and/or six months in jail.

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## STAFF TRAINING – MANUAL PLUS

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If this occurs the police or trading standards can agree that alcohol will not be sold from the premises for a period of from 48 to 336 hours instead of prosecution.

#### OTHER CONSEQUENCES

- Children are more vulnerable when drunk.
- They may supply to even younger children.
- They may be more inclined to commit anti-social behaviour.

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## STAFF TRAINING – MANUAL PLUS

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### Licensing Hours

**Please make yourself familiar with the displayed premises licence!**



**IT IS ILLEGAL TO SELL OUTSIDE THESE HOURS AND AN UNLIMITED FINE CAN BE IMPOSED**

**SALES CANNOT TAKE PLACE A MININUTE BEFORE OR AFTER THESE HOURS**



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## STAFF TRAINING – MANUAL PLUS

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### Licensing Hours

There are different types of conditions on the premises licence:

- Mandatory conditions.
- Operating schedule conditions.

#### MANDATORY CONDITIONS

The Secretary of State considers it appropriate for the promotion of the licensing objectives to specify mandatory conditions. Depending on the licensable activities and the type of premises you are operating, will result in certain mandatory conditions.

#### BREACHING CONDITIONS

Breaching any of the conditions listed on a premises licence or club premises certificate is a serious offence.

If you breach the conditions, you could get an unlimited fine and/ or six months' imprisonment.

You will be prosecuted for each condition that is being breached.

A responsible authority or interested party can apply to review the premises or club premises certificate. Where they can provide evidence that the licensing objectives are not being addressed by breaches of conditions.

You could therefore be prosecuted and the licence or certificate is reviewed which could end in revocation, suspension or loss of hours or licensable activities.

Or visit us at: [www.answersplus.co.uk](http://www.answersplus.co.uk)

## STAFF TRAINING – MANUAL PLUS

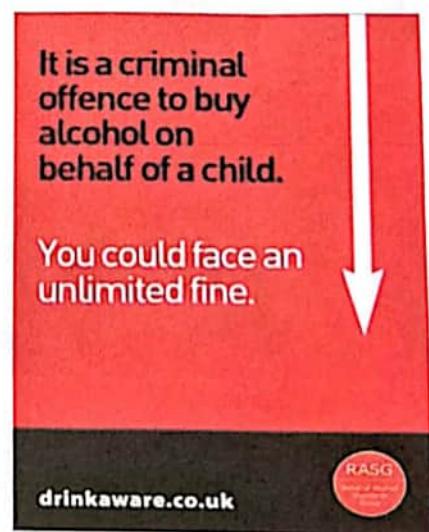
### Proxy Sales

Staff need to bear in mind that adults may attempt to purchase alcohol for people under 18 years age.

Staff should ensure that they use their best endeavours to prevent this.

The following may mean that people are buying for persons who are UNDERAGE,

- A person may purchase a great deal of alcohol which may signal they are purchasing for other people. They may however just be having party. IF YOU ARE IN ANY DOUBT, ASK THE PURCHASER IF THE ALCOHOL IS FOR THEIR OWN CONSUMPTION.
- Very often the children will be waiting for the alcohol not far from the shop. OBSERVE WHAT IS GOING ON OUTSIDE, DO NOT OBSCURE VIEW FROM WINDOW.
- Underage people may come into shop and ask for say, "Two cans of stella and coke" and you refused the sale. Immediately or soon after an adult asks for "Two cans of stella and coke"- THIS IS A SURE SIGN THAT IT IS LIKELY A PROXY SALE.
- SIGNS SHOULD BE PUT UP IN THE SHOP NEAR THE ALCOHOL SALES SECTION, REMINDING CUSTOMERS THAT IT IS A CRIMINAL OFFENSE.



Or VISIT US AT: [www.answers2drinking.com](http://www.answers2drinking.com)

## STAFF TRAINING – MANUAL PLUS

### Proxy Sales

#### ALCOHOL ON BEHALF OF PERSONS UNDER 18 YEARS OF AGE!

If staff suspect an individual, then they can remind them of this law.

Also, an individual may return to the shop for more alcohol. It should be asked "WHY THE DID NOT BUY THE ALCOHOL THEY NEEDED ON THE FIRST VISIT".

If in doubt say it is a licensing requirement that they cannot serve a person more than once in a day.

Remind people it is a criminal offence to supply under 18 with alcohol.

**IF ANY DOUBTS, DO NOT SERVE!**

**It is a criminal offence to buy alcohol on behalf of a child.**

**You could face an unlimited fine.**

[drinkaware.co.uk](http://drinkaware.co.uk)



Or visit us at: [www.answers.uk.com](http://www.answers.uk.com)



**INVESTIGATE**

## STAFF TRAINING – MANUAL PLUS

### Proxy Sales

#### Group of people!

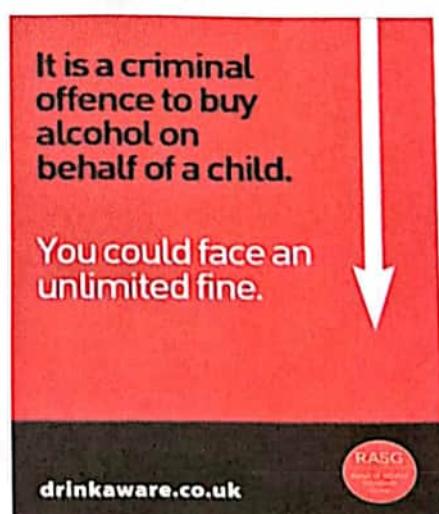
- A group of people may come into the shop to buy alcohol.
- One person in the group may be over 18. However, in this case THE WHOLE GROUP SHOULD BE ASKED FOR ID.
- However, common sense should prevail.

#### Two adults and a 7-year-old coming into the shop and the adults purchasing alcohol!

- Obviously, family group should not be asked to provide ID for children so young.

#### A parent come in the shop and their child who is a teenager but not 18, starts selecting the alcohol for the parent!

- In this case, clearly the alcohol is for the teenager. So, THE SALE SHOULD BE DECLINED. Explaining that it is a condition of the licence to ask all persons in the group for ID and that the matter is out of your hands.
- Obviously common sense must prevail. But do not forget it is you that will be held responsible by the police if the adult pass alcohol on to under 18 and if you did not carry out the required checks.



Or VISIT US at: [www.answers.uk.com](http://www.answers.uk.com)

## STAFF TRAINING – MANUAL PLUS

### DRUNKS AND STREET DRINKERS

PLEASE DO NOT SERVE DRUNKS OR STREET DRINKERS!



#### HOW DO WE DEFINE A DRUNK

This is a very difficult process sometimes.

Many so-called experts have trouble with this.

**WE ONLY MUST GO OUT ON A FRIDAY NIGHT TO SEE MANY CLUBS AND BARS, HAVE A TOTAL DISREGARD OF THIS AND SEEM TO GET AWAY WITH IT.**



In an OFF-LICENCE, a drunk is described as:

- SOMEONE WHO IS UNSTEADY ON THERE FEET
- HAS TROUBLE SPEAKING AND SLURS THEIR WORDS
- HAS TROUBLE SORTING OUT THEIR MONEY AND DROPPING THEIR MONEY
- HAVE ALCOHOL SMELL ON THEIR BREATH ALTHOUGH SOME ARE GOOD AT HIDING THE SMELL.

**IF IN DOUBT DO NOT SERVE!**

Or visit us at: [www.answers.uk.com](http://www.answers.uk.com)

INVESTIGATE

Posted 08/11/2023



Immigration  
Enforcement

Mohan Retail Ltd  
80 White Lion Road  
Amersham  
HP7 9JS

## Information Request

### Right to Work

This is an important request. Please do not ignore it.

You should provide a response by **10/11/2023**

This Information Request is issued in respect of (a) suspected breach(es) under section 15 of the Immigration, Asylum and Nationality Act 2006.

Request issue date: 01/11/2023

Reference: 324509

### You may be liable for a civil penalty

We encountered (a) suspected breach(es) of section 15 on **03/10/2023** at the following business address: **Today's Extra, 50 Kesteven Road, Stamford, PE9 1SU**

### Who we suspect of working illegally

	Name(s) of suspected illegal workers	Date of Birth
1.	[REDACTED]	[REDACTED]

We are currently considering the evidence in your case to determine if you are liable for a civil penalty and if so for what amount. You can assist us in making an early, fully informed decision by promptly providing us with relevant information and evidence.

You should respond to this request accurately and no later than **10/11/2023** to be deemed to be actively co-operating with us in our investigations. Any penalty for which you may then be liable may be reduced by £5,000 per illegal worker.

### IMPORTANT - Compliance with Data Protection legislation

Please only provide personal data and information regarding the individuals named above

### How to respond

Please complete the sections in the enclosed **Response Form**, accurately and with as much detail as you can. Where possible, please return a scanned, signed and completed copy of the form, together with any supporting evidence to: [CPCTenquiries@homeoffice.gov.uk](mailto:CPCTenquiries@homeoffice.gov.uk). This will ensure we receive your response promptly.

If you are unable to email the Response Form to us, you can send your signed and completed form, together with any supporting evidence to: Civil Penalty Compliance Team, PO Box 665, Salford, M5 0LY or fax it to us at 0870 336 9287.



Immigration  
Enforcement

## IMPORTANT - PLEASE READ

### Compliance with Data Protection Legislation

#### Data Protection Compliance

The inappropriate sharing of personal data can result in a data breach under the Data Protection Act 2018. To ensure you comply with Data Protection Legislation, it is important you only respond to requests for information with personal data regarding the individual(s) relating to the specific immigration activity outlined within this correspondence.

#### What is personal data?

Personal data includes information related to any identifiable living individual, (including yourself) and includes some of the following attributes:

- Name/s and date/s of birth
- Addresses, contact details and Next of Kin information
- National Insurance number
- Bank account/payment details/medical information
- Passport/BRP

#### What do I need to do?

You must only provide personal data/evidence regarding the individual(s) named in the information request to evidence a statutory excuse for employment.

#### What happens if I inappropriately share personal data?

All breaches are reported to the Home Office's Office of the Data Protection Officer. Serious incidents may be referred to the Information Commissioner's Office (ICO) for investigation. The ICO has the power to issue a range of sanctions including reprimands and financial penalties.

## Response Form

You should provide a response by 10/11/2023

### 1. Confirm your business details

We have evidence which indicates that you are the owner of the business where we have encountered suspected illegal workers and therefore believe that you are the employer of the workers identified.

If this is correct, and you are the employer, you should complete the fields below in **section 1** to confirm your details and then complete **sections 2, 3 and 4**. If, however, you are not the employer of these workers then you should only complete **section 1** with the details of the correct employer, if this information is known by you.

Your business type is:  Sole Trader  Limited Company  Franchise

Other:

Your trading name is:

*Today's Express*

Your trading address is:

*50 Keesteven Rd, Stamford, PE9 1SU*

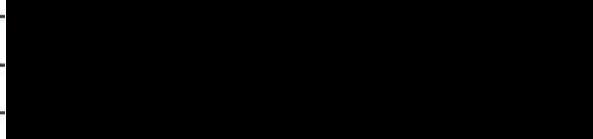
Your registered company name is:

*AKMS HOLDINGS LTD*

Your registered address is:

*40 Castlegate  
Aimby  
DN31 1RT*

Your correspondence address is (the address where we will write to you). If you wish to nominate a representative you will need to provide a letter of authority authorising them to act on your behalf:



Your Companies House number is (if you are a limited company):

*13069319*

Your VAT number is (if you are registered to pay VAT):

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Date you commenced trading/company incorporated on:

07/07/2023

---

---

Your business owner's name is:

[REDACTED]

---

---

Your business owner's National Insurance number and/or PAYE reference number is:

---

---

Your business owner's date of birth is:

[REDACTED]

---

---

Your business owner's address is:

[REDACTED]

---

---

---

---

---

Your company director(s)/partners names are:

Nil

---

---

Your contact telephone numbers are:

Landline:

Mobile:

Your email address is:

[REDACTED]

---

---

**2. Confirm if you have employed<sup>1</sup> the illegal worker(s)**

For each of the suspected illegal workers below please indicate when you have employed them.

Employee(s) name	Date employment commenced	Dates employment ended (if applicable)
Mahesh Manoj		

*This form is addressed to wrong company  
Mohan Retail Ltd.*

*I would request you to send it to AKMS HOLDINGS LTD*

*The period mentioned clearly shows that I do not belong to the company AKMS Holdings Ltd.  
please check below details*

*AKMS HOLDINGS LTD  
DIRECTOR - Kavalathurasa Kajanthan*

*Address - 40A Cartergate  
Gainsby  
DN31 1RT*

**ENCLOSED - COPY OF LEASE**

**3. Confirm if you carried out right to work checks**

For each of the suspected illegal workers below please indicate whether you correctly carried out right to work checks for them and provide the dates on which all checks were conducted. You should enclose clear copies of the documents you checked and the record showing the date on which you conducted your checks e.g. dated declaration on the document. It is not sufficient just to complete this box.

*N/A*

Employee(s) name	Checks conducted and document copies enclosed?	Dates <u>all</u> right to work checks conducted
Mahesh Manoj		

<sup>1</sup> Section 25(b) of the Immigration, Asylum and Nationality Act 2006 states "reference to "employment" is to employment under a contract of service or apprenticeship, whether express or implied and whether oral or written."

To show you have carried out the checks correctly you must have checked original acceptable documents and retained a clear copy of each. Where a person is a student with restrictions on the hours they can work, you must also have checked and retained a clear copy of their term and vacation dates covering their period of employment with you. Please submit a clear copy of the term and vacation dates for each student employee. If you have already provided this information to us you do not need to do so again.

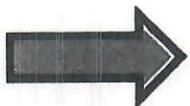
**COMMENTS:**

#### 4. Confirm if you reported suspicions of illegal working

For each suspected illegal worker below please indicate whether you reported your suspicions about them before we encountered the suspected breach(es) of section 15, and provide the Home Office unique reference you were given by the Sponsorship, Employers and Education helpline. If you suspected one or more of the named employees were working illegally and you reported this to the Sponsorship, Employers and Education helpline before we encountered the suspected breaches of section 15, then any penalty for which you may be liable may be reduced by £5,000 per illegal worker.

Employee(s) name	Suspected illegal working reported to us?	Home Office unique reference number
Mahesh Manoj	NA	

**Sign here**



I confirm that the above information is correct to the best of my knowledge and I understand that the Home Office may routinely share this information with other government departments and other agencies as required.

Signed: [REDACTED] Date: 08/11/2023

Print name: ARUMUGAM KALAMOTHAN

Position in business: DIRECTOR



Mohan Retail Ltd  
80 White Lion Road  
Amersham  
Buckinghamshire  
HP7 9JS

## No Action Notice Illegal Working

This is an important notice. Please do not ignore it.  
You are not liable for a civil penalty.

This No Action Notice is issued in respect of section 15 of the Immigration, Asylum and Nationality Act 2006.

Notice issue date: 18/04/2024  
Notice given date: 22/04/2024

Reference: 324509

### You are not liable for a civil penalty

You are not liable for a civil penalty under section 15 of the Immigration, Asylum and Nationality Act 2006.

### Who this notice refers to

	Name	Date of Birth
1.	[REDACTED]	[REDACTED]

### What this means

You are not liable for a civil penalty on this occasion in respect of the individual(s) named above. Your civil penalty case for these individual(s) has now been closed. The attached **Statement of Case** sets out the reasons for the decision not to proceed with a penalty for each individual.

### If you need more information

You can call our employer enquiry helpline on **0300 790 6268** if you have any questions.

You can visit our website on <https://www.gov.uk/government/collections/illegal-working-penalties-codes-of-practice-for-employers> to view our Code of practice on preventing illegal working and guidance for employers, including guidance which sets out how we administer illegal working civil penalties.

You can use our online employers' toolkit to help you understand your responsibilities and how to carry out the correct right to work checks on your employees. You can conduct an online check on your employee or prospective employee, if they give you permission to do so. You can access the service at <https://www.gov.uk/view-right-to-work>

The Home Office offers training packages to increase your understanding of the immigration system which includes courses on immigration awareness, right to work and document fraud. For further information please contact [IE-CAS@homeoffice.gov.uk](mailto:IE-CAS@homeoffice.gov.uk)

The Data Protection Act 2018 governs how we use personal data. For details of how we will use your personal information and who we may share it with please see our Privacy Notice for the Border, Immigration and Citizenship system at <https://www.gov.uk/government/publications/personal-information-use-in-borders-immigration-and-citizenship>. This also explains your key rights under the Act, how you can access your personal information and how to complain if you have concerns.

# Statement of Case

Reference: 324509

We have set out below the types of **evidence** we hold, together with the **reasons why** you have breached **Section 15** for each illegal worker identified in your case.

## Evidence types: Interview record, photographic evidence

Although [REDACTED] as encountered at the premises, on this occasion it has been decided that you are not liable for a civil penalty under Section 15 of the Immigration, Asylum and Nationality Act 2006.

## Other Points

As an employer you have a duty to prevent illegal working in the UK by carrying out prescribed document checks on an individual, before employing them, to ensure they are lawfully allowed to work. Information on your responsibilities as an employer, and the illegal working scheme, is available on the following website:

[www.gov.uk/government/collections/illegal-working-penalties-codes-of-practice-for-employers](http://www.gov.uk/government/collections/illegal-working-penalties-codes-of-practice-for-employers)

You should be aware that as an employer you can now check details of a job applicant's right to work in the UK online. Further information on how to do this can be found here:

[www.gov.uk/check-job-applicant-right-to-work](http://www.gov.uk/check-job-applicant-right-to-work)

## Calculation of your penalty amount

Not applicable.

DATED

**7<sup>th</sup> July 2023**

LEASE

BETWEEN

**MOHAN RETAIL LTD**

and

**AKMS HOLDINGS LTD**

**50 KESTEVEN ROAD,  
STAMFORD, PE9 1SU**

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**Prescribed Clauses**

**LR1. Date of lease : 7<sup>th</sup> July 2023**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

**MOHAN RETAIL LTD of 80 White Lion Road, Amersham, Buckinghamshire HP7 9JS**

**Tenant**

**AKMS HOLDINGS LTD of Flat 40A Catergate, Grimsby, DN31 1RT**

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 "Property" in clause 1.1 of this lease.

**LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

None.

**LR5.2 This lease is made under, or by reference to, provisions of:**

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.1 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 clause 3 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 clause 4 of this lease.

**LR12. Estate rent charge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

Not applicable

**THIS LEASE** is dated : 7<sup>th</sup> July 2023

**PARTIES**

**( 1 ) MOHAN RETAIL LTD of 80 White Lion Road, Amersham, Buckinghamshire HP7 9JS ( Landlord )**

**( 2 ) AKMS HOLDINGS LTD of Flat 40A Catergate, Grimsby, DN31 1RT**

**AGREED TERMS**

**1. INTERPRETATION**

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

**1.1 Definitions:**

**Act of Insolvency:**

- (a) The taking of any step-in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);

- (i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- (j) the levying of any execution or other such process on or against, or taking control or possession of, the whole of any part of the Tenant's assets.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

**Act of Insolvency** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

**Annual Rent:** £12,000.00

**Building:** 50 Kesteven Road, Stamford, PE9 1SU.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 (SI 2015/51).

**Contractual Term:** a term of 3 years beginning on, and including the date of this lease.

**Default Interest Rate:** 4.00% per annum above the Interest Rate.

**Energy Assessor:** an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Insurance Rent:** the aggregate in each year of:

- (a) a fair proportion of the gross cost of the premium before any discount or commission for the insurance of the Building, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of those costs, fees and expenses and public liability insurance in relation to the Landlord's interest in the Building;

- (b) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years; and
- (c) insurance premium tax payable on the above.

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

**Interest Rate:** the base rate from time to time of HSBC Bank plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

**Landlord's Neighbouring Property:** each and every part of the adjoining and neighbouring property in which the Landlord has an interest registered at HM Land Registry with title number HS198676

**LTA 1954:** Landlord and Tenant Act 1954

**Permitted Use:** To use and occupy the shop Premises as Off – Licence and Grocery (Subject only to the obtaining by the Tenant of all necessary Town Planning and other requisite statutory permission and consents) within [A1/A2/A3] of the Use Class Order and residence at 1<sup>st</sup> and 2<sup>nd</sup> floors.

**Plan:** N/A

**Property:** 50 Kesteven Road, Stamford, PE9 1SU

**Recommendation Report:** a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Rent Commencement Date:** from the date of this lease

**Rent Payment Dates:** Every Monthly on the 1<sup>st</sup> day of the month @ £1,000.00

**Reservations:** all of the rights excepted, reserved and granted to the Landlord by this lease.

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

#### **Third Party Rights:**

all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease,

**VAT:** value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

**VATA 1994:** Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval, or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Building** and the **Property** are to the whole and any part of it.
- 1.7 The expression **neighbouring property** does not include the Building.
- 1.8 A reference to the **term** is to the Contractual Term.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 34.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 34.6.
- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 A reference to **laws in general** is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Unless otherwise specified, a reference to a **statute** or **statutory provision** is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.14 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.15 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 **A person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.17 A reference to **writing** or **written** includes fax and email.
- 1.18 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.19 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.20 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.21 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## **2. GRANT**

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
  - (a) the Monthly Rent;
  - (b) the Insurance Rent;
  - (c) all interest payable under this lease; and
  - (d) all other sums due under this lease.

## **3. ANCILLARY RIGHTS**

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):

- (a) the right of support and protection from those parts of the Building that afford support and protection for the Property at the date of this lease and to the extent that such support and protection exists at the date of this lease,
- (b) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Term
- (c) the right to attach any item to any part of the Building adjoining the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.
- (d) the right (in common with all others having a like right) to pass and repass over and along the land shown coloured yellow on the plan 2.

3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.3 The Rights are granted subject to the Third Party Rights and the Tenant shall not exercise any of the Rights so as to interfere with any Third Party Right.

3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use.

3.5 The Tenant shall comply with all laws relating to its use of any part of the Building pursuant to the Rights.

3.6 In relation to the Rights mentioned in clause 3.1(b), the Landlord may, at its discretion, re-route or replace within the Building any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.

3.7 In relation to the Right mentioned in clause 3.1(c), where the Tenant requires the consent of the Landlord to carry out the works to the Property, the Tenant may only exercise that Right when that consent has been granted and in accordance with the terms of that consent.

3.8 In relation to the Right mentioned in clause 3.1(c), the Tenant shall:

- (a) except in case of emergency, give reasonable notice to the Landlord and the occupier of that part of the Building of its intention to exercise that Right;
- (b) where reasonably required by the Landlord or the occupier of the relevant part of the Building, exercise that Right only if accompanied by a representative of the Landlord and/or the tenant and/or the occupier of the relevant part of the Building;

- (c) cause as little damage as possible to the Building and to any property belonging to or used by the Landlord or the tenants or occupiers of the other part of the Building;
- (d) cause as little inconvenience as possible to the Landlord and the tenants and occupiers of the relevant part of the Building as is reasonably practicable; and
- (e) promptly make good (to the satisfaction of the Landlord) any damage caused to the Building (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.

3.9 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any other part of the Building or any neighbouring property nor is to be taken to show that the Tenant may have any right over any such part of the Building or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

#### 4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Building and the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Term; the right to install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this clause;
- (c) at any time during the term, the full and free right to develop any part of the Building (other than the Property [or any part of the Building over which rights are expressly granted by this lease]) and the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations;
- (e) the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations;
- (f) the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1(b) are exercised; and

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations;
- (b) to carry out any works to any other part of the Building; and
- (c) for any other purpose mentioned in or connected with:
  - (i) this lease;
  - (ii) the Reservations; and
  - (iii) the Landlord's interest in the Property, the Building or the Landlord's Neighbouring Property.

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

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

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

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

5. THIRD PARTY RIGHTS

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

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

## **6. THE MONTHLY RENT**

- 6.1 The Tenant shall pay the Aquarterly Rent. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.
- 6.2 No VAT will be payable on the Quarterly Rent for the duration of this lease and upon any continuation.
- 6.3 The first instalment of the Quarterly Rent shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the Rent Commencement Date and ending on the day before the next Rent Payment Date.
- 6.4 **RENT REVIEW:** Nil

## **7. RATES AND TAXES**

- 7.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
  - (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 7.2 If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other land (including any other part of the Building) the Tenant shall pay a fair proportion of the total.
- 7.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 7.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

## **8. UTILITIES**

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

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

**9. COMMON ITEMS**

9.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Building but used or capable of being used by the Building in common with other land.

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

**10. DEFAULT INTEREST AND INTEREST**

10.1 If any Quarterly Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.

10.2 If the Landlord does not demand or accept any Quarterly Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due and ending on the date it is accepted by the Landlord.

**11. COSTS**

11.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

11.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

**12. ASSIGNMENTS**

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

**13. UNDERLETTING:-**

13.1 The Tenant shall not underlet the whole of the Property prior written consent from the Landlord

**14. CHARGING**

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

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

**15. PROHIBITION OF OTHER DEALINGS**

Except as expressly permitted by this lease, the Tenant shall not assign. The Tenant shall not charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person.

**16. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

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

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the making of any other arrangement for the occupation of the Property.

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

**17. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE**

Not Applicable

**18. TENANT'S COVENANTS FOR REPAIR**

18.1 The Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order.

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

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

18.3 The Tenant shall clean the inside and outside of all windows at the Property as often as is necessary.

18.4 The Tenant shall replace any plate glass or other window that becomes cracked or broken as soon as possible.

18.5 The Tenant shall keep all electrical electronic and mechanical equipment and plant installed in the Property in good working order and in good repair and condition and when necessary shall replace it (to the reasonable satisfaction of the Landlord) by suitable equipment or plant of similar and modern kind and at least equal value.

**19. LANDLORD'S COVENANT FOR REPAIR**

19.1 Subject to the Tenant contributing a fair proportion of the cost thereof the Landlord shall where he has the right to do so use his reasonable endeavours to keep those parts of the Building that afford support and protection for the Property in a reasonable state of repair. Without prejudice to its obligations under clause 8 the Landlord shall not be obliged to carry out any repair where the need for any repair has arisen by reason of the occurrence of an Insured Risk.

**20. DECORATION**

- 20.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary.
- 20.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

**21. ALTERATIONS**

- 21.1 Except in accordance with clause 22, the Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary of the Property.
- 21.2 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 21.3 The Tenant shall not install any Service Media at the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 21.4 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

**22. SIGNS**

- 22.1 Subject to clause 22.2, the Tenant shall not attach any signs, fascia, awnings, placards, boards, posters and advertisements (Signs) to the exterior of the Property or display any inside the Property so as to be seen from the outside without the consent of the Landlord, such consent not to be unreasonably withheld or delayed
- 22.2 The Tenant may attach a shop fascia and an awning of a size and design approved by the Landlord, such approval not to be unreasonably withheld or delayed appropriate to the nature and location of the Property and the Permitted Use and may display such trade posters and advertisements of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.
- 22.3 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

## **23. RETURNING THE PROPERTY TO THE LANDLORD**

- 23.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 23.2 At the end of the term, the Tenant shall remove from the Property all fittings and chattels belonging to or used by it and all stock (whether or not belonging to it).
- 23.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any fittings, chattels, stock or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

## **24. USE**

- 24.1 Subject to this clause, the Tenant shall not use the Property for any purpose other than the Permitted Use.
- 24.2 The Tenant shall keep the shop window of the Property appropriately dressed and lit.
- 24.3 The Tenant shall not leave any refuse outside the Property except at such times and in such manner as accord with the arrangements for the collection of refuse from the Property by the local authority.
- 24.4 The Tenant shall load and unload goods only at such times as accord with any by laws or parking restrictions imposed by the local authority.
- 24.5 The Tenant shall not allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building or any neighbouring property.
- 24.6 The Tenant shall not use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or of any neighbouring property.
- 24.7 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.
- 24.8 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other part of the Building or any neighbouring property.

## **25. COMPLIANCE WITH LAWS**

25.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

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

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

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

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

25.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file.

25.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

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

25.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under

all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

25.9 The Tenant shall pay on demand a fair proportion of the reasonable costs incurred by the Landlord in complying with all laws relating to Building and the Service Media belonging to the Landlord at it (other than any parts of the Building or Service Media that are part of the Property or have been let to another tenant). Without prejudice to its obligations under clause **Error! Reference source not found.**, the Tenant shall not be required to make any payment under this clause in respect of any work carried out by the Landlord by reason of the Landlord's obligations in clause **Error! Reference source not found..**

## **26. ENERGY PERFORMANCE CERTIFICATES**

26.1 The Tenant shall:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Building including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property or the Building.

26.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent.

## **27. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

27.1 The Tenant shall not grant any right or licence over the Property to any person.

27.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

27.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Building nor obstruct any means of access to the Property or any other part of the Building.

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

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

- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

## **28. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS**

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

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

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

28.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 31.

## **29. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors or other professionals costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or any other part of the Building with the actual or implied authority of any of them.

**30. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

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

**31. RE-ENTRY AND FORFEITURE**

31.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant in, this lease;
- (c) an Act of Insolvency.

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

**32. JOINT AND SEVERAL LIABILITY**

32.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

32.2 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

**33. NO AGREEMENT FOR LEASE**

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

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

## 34. NOTICES, CONSENTS AND APPROVALS

34.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an email is not in writing; and
- (b) given:
  - (i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
  - (ii) by fax to the party's main fax number.

34.2 If a notice complies with the criteria in clause 34.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- (c) if sent by fax, at 9.00 am on the next working day after transmission.

34.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

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

34.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given in writing and signed by the Landlord or a person duly authorised on its behalf; or it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

34.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

34.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from

a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

**35. GOVERNING LAW**

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**36. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**37. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

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

Executed as a deed by

**MOHAN RETAIL LTD**

in the presence of:-

**SIGNATURE OF WITNESS:**

**NAME:**

**ADDRESS:**

**OCCUPATION:**

COMMISSIONER FOR OATHS  
MacLeod-James & Geenling Solicitors  
97 Bedford Avenue  
Barnet House, EN5 8UD  
T: 020 8441 8887  
M: 07824 802110  
DX: 57265 PINGHLEV2  
E: geenling1@gmail.com

Executed as a deed by

**AKMS HOLDINGS LTD**

In the presence of:-

  
[REDACTED SIGNATURE]

SIGNATURE

SIGNATURE OF WITNESS:

NAME: [REDACTED]

ADDRESS: [REDACTED]

OCCUPATION: *Manager - Co Local*



# Your right to work

## Right to work

You can work until you get a decision on your application to stay in the UK. This includes during any appeal or administrative review that was made in the UK within the required deadlines.

14:37



right-to-work.service.gov.uk

N 5G 89



## Prove your right to work

Beta

This is a new service – your feedback will help us to improve it.

< Back

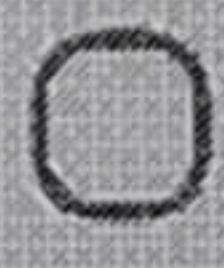
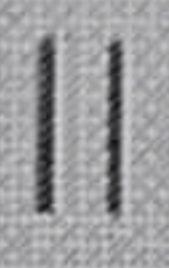
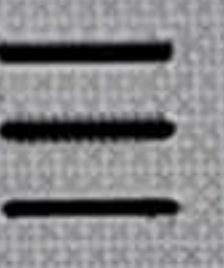
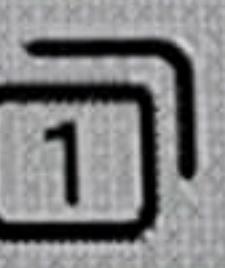
## Details to give your employer

### Share code

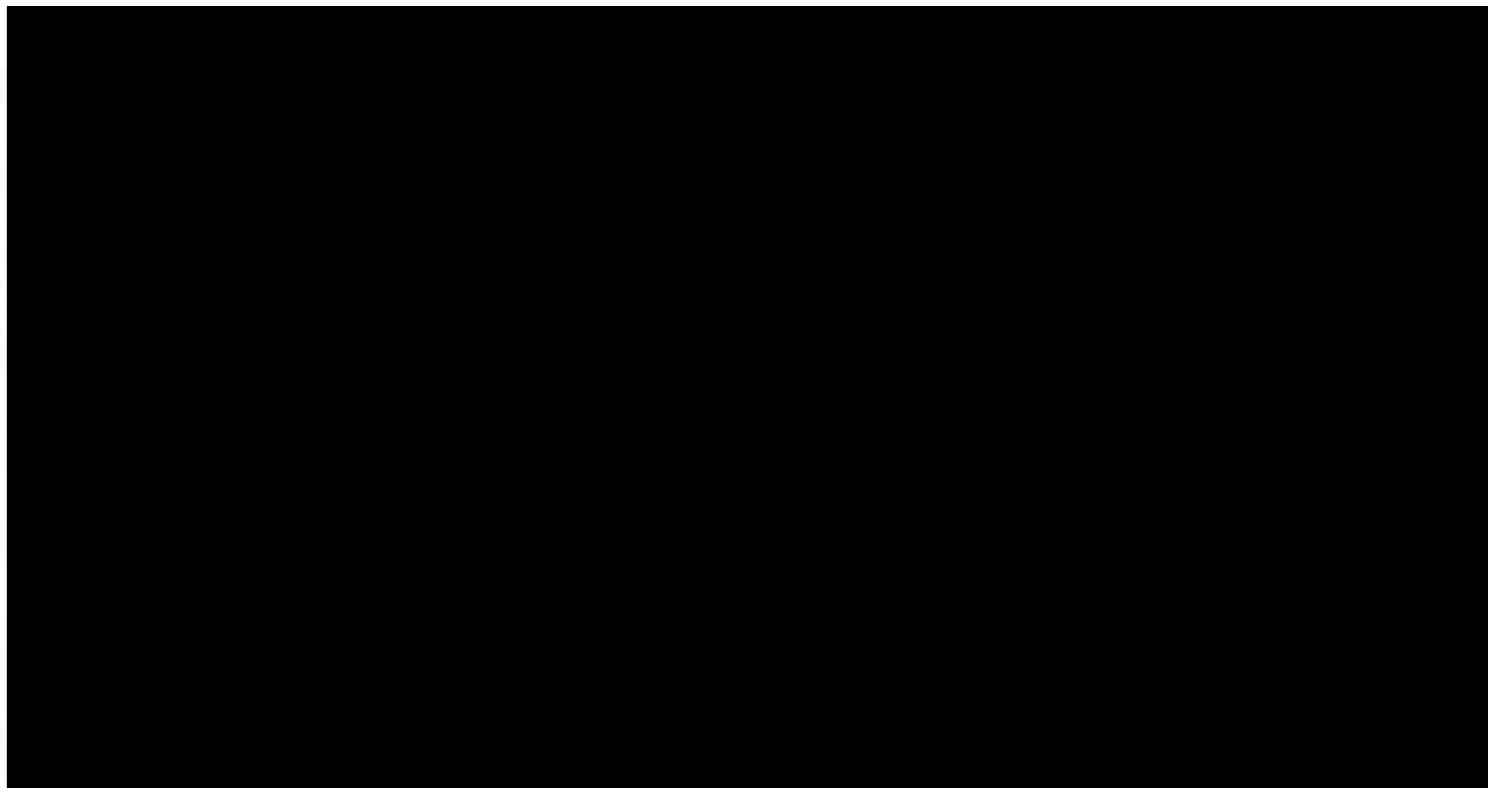
This code is valid until 12 November 2025.

### What to do next

- 1 Give the share code and your date of birth to the person you want to prove your right to work to.
- 2 To see your right to work, they must enter the share code and your date



# Your immigration status (eVisa)



## Prove your status

If you need to prove your immigration status to someone, you can do this online with a share code.

[Get a share code](#)



## You can now view [REDACTED] s right to work details

They have used the 'Prove your right to work' service on GOV.UK to email you a share code.

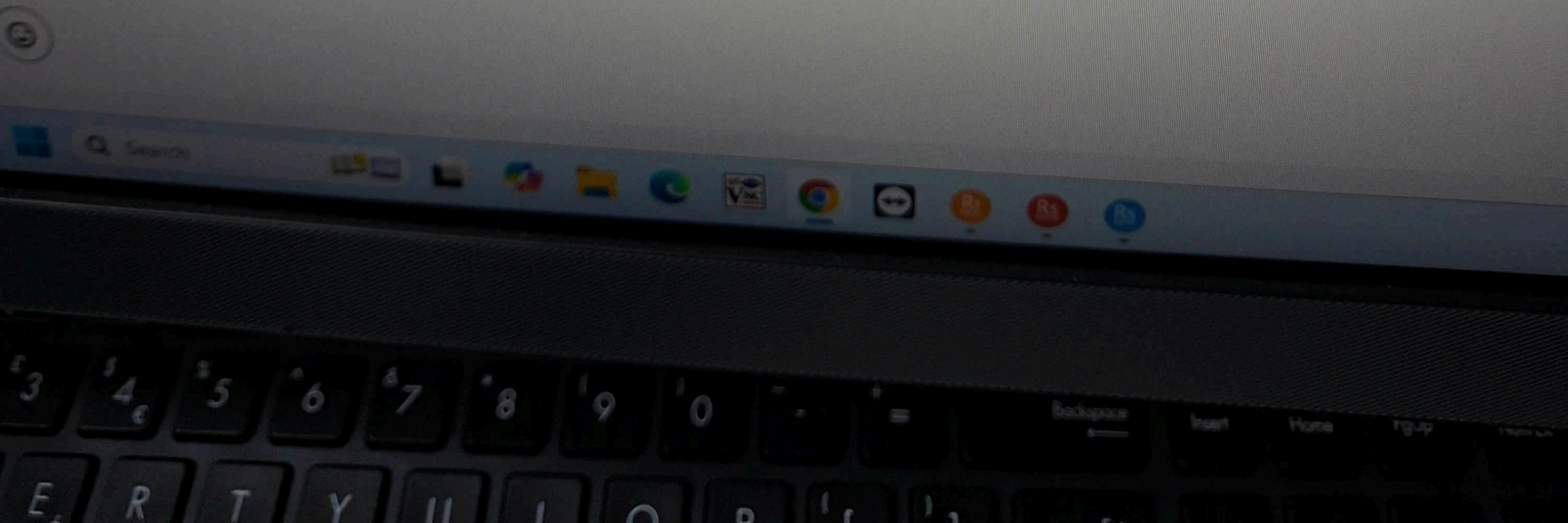
To view their right to work details, go to the 'View a job applicant's right to work details' service on GOV.UK and enter their:

- [REDACTED]
- [REDACTED]

This share code will expire on Wednesday, 7 January 2026.

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Please do not reply to this email, as the inbox is not monitored.



## CONFIRMATION FROM THE PORTMAN GROUP

**From:** David Saer <DSaer@portmangroup.org.uk>  
**Sent:** 23 June 2020 10:04  
**To:** Ian Rushton <ijrushy@hotmail.com>; Info@portmangroup.org.uk <Info@portmangroup.org.uk>  
**Subject:** RE: Portman Group Retailer Alert Bulletin:

Hi Ian,

Thank you very much for getting in touch.

We will be sure to Mr Kalamohan to the distribution list.

Best wishes,

**David Saer**  
Policy and Communications Manager



Tel: 020 3925 5704 | Millbank Tower, 21-24 Millbank, London, [SW1P 4QP](#) | Twitter: @portmangroup

**Around 4 in 5** Brits are drinking the same or less compared to before lockdown



Around a **third** are reducing how much they drink.

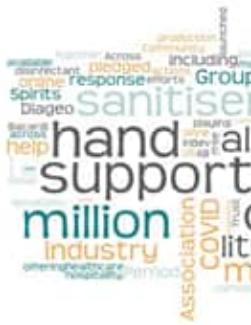
Source: Alcohol Change UK, CGA, IARD, Portman Group, YouGov

Low and no alcohol sales rose **32.5%** immediately prior to lockdown, as Brits stockpiled to moderate their drinking



Source: In March 2020, compared to 2019 - Kantar

The alcohol industry is working to support key workers and communities



**From:** Ian Rushton <ijrushy@hotmail.com>  
**Sent:** 22 June 2020 12:21  
**To:** Info@portmangroup.org.uk  
**Subject:** FW: Portman Group Retailer Alert Bulletin:

Good afternoon

Hope you are well.

I receive your retailer alert bulletin on behalf of my client Mr Arumugam Kalamohan.

I'd be grateful if you would add Mr Kalamohan to your circulation list please (if he isn't already). His email is [mohanretail@hotmail.com](mailto:mohanretail@hotmail.com);

Could you confirm this is ok?

Thanks, Ian

*Ian Rushton*  
**JL Licence and Retail**  
**07909 511953**

## Refusals and Challenges Log

Staff Name	Date & Time	Product Type		Reason for Refusal					or	Sale Permitted - ID Provided			
		Alcohol	Other	Looks underage & No ID	Buying for underage	Drunk	Fake ID	Other		UK Photo Driving Licence	Valid UK Passport	PASS Card	Other ID provided (please specify)
	18/06/25 20:55	Vapes		✓			✓		medium height with curly hair				
	20/06/25 12:21	Vape		✓					Tall boy with mustache				
	29/06/25 14:15	Vapes		✓					Tall boy ginger hair				
	19/05/25 14:15	Vapes		✓			✓		Small girl with brown hair				
	14:19 27/06/25	Nicotine		✓					Short dark hair, guy				
	13:19 22/07/25	Vape		✓					Long hair girl				
	29/07/25 09:45	VAPE		✓					Boy wearing work wear				
	16:02 09/08	Spins		✓			✓		A boy with ginger hair				
	25/08/2025 14:12	Nic Tods		✓					Young woman boy				
	31/08/2025 13:43	E Liquid			✓				Dad trying to buy for his son (Saw, Son the selecting)				
	3/9/25	Alcohol		✓					Teenage girl				
	19/09/25	E Liquid			✓				Father tried to buy for daughter				
	21/09/25 13:55	vape			✓				Father tried to buy (Son for son came to the shop & selected - refused)				
	10/10/2025 13:55	Grinder				✓	✓	Suspicious ID	looks young, white boy / suspicious ID				
	21/10/25 08:52	E Lux			✓				looks young & had no physical ID				

## Refusals and Challenges Log

Staff Name	Date & Time	Product Type	Reason for Refusal						or	Sale Permitted - ID Provided				
			Alcohol	Other	Looks underage & No ID	Buying for underage	Drunk	Fake ID	Other	UK Photo Driving Licence	Valid UK Passport	PASS Card	Other ID provided (please specify)	
	11/11 22.28pm	Tobacco								Yellow jacket medium height girl				
	19/11/23 1.52pm	Cigarette								He says, his age is 26 It's covered face of helmet.				
	27/11 9.13pm	Rizla paper								He is come full with black jacket				
	6/12 12.51pm	vape								She is 17pm very tall girl with old road/bull jacket.				
	14:25	Alcohol	✓							College student Short boy with brown hair				
	15/12 2.03		✓		✓					Very tall guy - black jumper				
	29/12 7.19pm	Alcohol	✓		✓					No ID. They having photocopy They looks like under age				
	01/01/24 12.11	vape	✓		✓					Black jacket boy - with phone.				
	21/12/24 4.44pm	Vape								She looks like matured and She is fair and looking bodybuilder				
	11/12/24 9.39	Vape		✓						Medium Height girl with black jacket				
	01/02/24 18.06	Vape				✓				Buy come with under age girl she is stealing the vapes and he buys instead of her.				PROXY SALE - REUSED.
	19/05/24 17:55	Vape	✓							Lean and Short guy				
	22/05/24 17.58	Rizla	✓							Fat girl with black jacket				
	09/07/24 3.25	Alcohol					✓			She is stealing the alcohol				
	09/07/24 8.34	Alcohol					✓			A same lady come morning Come to buy alcohol				
	19.28 17/07/25	Vapes	✓				✓			A short grey hair girl				
	17.07.25 09.59	Pods	✓							A tall college boy				

Mohan Retail Ltd  
80 White Lion Rd  
Amersham  
HP7 9JS



Date: 04/10/2023

To  
AKMS Holdings Ltd



**Subject: Notice of Termination of Lease – Immigration Disqualification**

Dear AKMS Holdings Ltd,

This letter serves as formal notice that your Lease of the premises located at 50 Kesteven Road, Stamford, PE9 1SU is being terminated on the grounds that you **no longer have the legal right to run the business**, as confirmed by a **Notice of Disqualification** issued by the Home Office.

The lease will terminate on 04/10/2023 and stock take will be 05/10/2023.

Please ensure that you vacate the premises by that date and return all keys to the landlord or managing agent. Failure to vacate may result in legal proceedings for possession.

A copy of the Home Office notice is enclosed for your reference.

If you believe this information is incorrect, you may contact the Home Office or seek independent legal advice.



**Mohan Retail Ltd**  
80 White Lion Rd  
Amersham  
HP7 9JS

Date: 04/10/2023

**To**  
**AKMS Holdings Ltd**

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