



## Alcohol and Entertainment Licensing Sub-Committee

**Thursday 11 July 2024 at 10.00 am**

Boardrooms 1&2 - Brent Civic Centre, Engineers Way,  
Wembley HA9 0FJ

Please note that this meeting will be held in person with members of the Sub-Committee required to attend in person.

**The press and public are also welcome to attend this meeting in person. Please note the meeting is not scheduled for live webcast**

### Membership:

#### Members

Councillors:

Ahmed (Chair)  
Bajwa  
Chohan

#### Substitute Members

Councillors:

Ethapemi, Hack, Hylton, Long, Lorber, Mahmood,  
Rajan-Seelan

**For further information contact:** Devbai Bhanji, Governance Assistant  
Tel: 020 8937 6841; Email: [devbai.bhanji@brent.gov.uk](mailto:devbai.bhanji@brent.gov.uk)

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[Council meetings and decision making | Brent Council](#)

**The press and public are welcome to attend this meeting**

### **Notes for Members - Declarations of Interest:**

If a Member is aware they have a Disclosable Pecuniary Interest\* in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent and must leave the room without participating in discussion of the item.

If a Member is aware they have a Personal Interest\*\* in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent.

If the Personal Interest is also significant enough to affect your judgement of a public interest and either it affects a financial position or relates to a regulatory matter then after disclosing the interest to the meeting the Member must leave the room without participating in discussion of the item, except that they may first make representations, answer questions or give evidence relating to the matter, provided that the public are allowed to attend the meeting for those purposes.

### **\*Disclosable Pecuniary Interests:**

- (a) **Employment, etc.** - Any employment, office, trade, profession or vocation carried on for profit gain.
- (b) **Sponsorship** - Any payment or other financial benefit in respect of expenses in carrying out duties as a member, or of election; including from a trade union.
- (c) **Contracts** - Any current contract for goods, services or works, between the Councillors or their partner (or a body in which one has a beneficial interest) and the council.
- (d) **Land** - Any beneficial interest in land which is within the council's area.
- (e) **Licences** - Any licence to occupy land in the council's area for a month or longer.
- (f) **Corporate tenancies** - Any tenancy between the council and a body in which the Councillor or their partner have a beneficial interest.
- (g) **Securities** - Any beneficial interest in securities of a body which has a place of business or land in the council's area, if the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body or of any one class of its issued share capital.

### **\*\*Personal Interests:**

The business relates to or affects:

- (a) Anybody of which you are a member or in a position of general control or management, and:
  - To which you are appointed by the council;
  - which exercises functions of a public nature;
  - which is directed is to charitable purposes;
  - whose principal purposes include the influence of public opinion or policy (including a political party or trade union).
- (b) The interests of a person from whom you have received gifts or hospitality of at least £50 as a member in the municipal year;

or

A decision in relation to that business might reasonably be regarded as affecting the well-being or financial position of:

- You yourself;
- a member of your family or your friend or any person with whom you have a close association or any person or body who is the subject of a registrable personal interest.

# Agenda

Introductions, if appropriate.

Item	Page
1 Apologies for absence and clarification of alternate members	
2 Declarations of Interests	
Members are invited to declare at this stage of the meeting, the nature and existence of any relevant disclosable pecuniary or personal interests in the items on this agenda and to specify the item(s) to which they relate.	
3 Application for the Review a Premises Licence by Home Office Immigration Enforcement for the premises known as Gana Restaurant, 24 Ealing Road, Wembley, HA0 4TL, pursuant to the provisions of the Licensing Act 2003	1 - 58

Date of the next meeting: Friday 12 July 2024



Please remember to **SWITCH OFF** your mobile phone during the meeting.

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## LICENSING ACT 2003

### Application for the Review a Premises Licence

Name of Applicant:	Home Office Immigration Enforcement
Name & Address of Premises:	Gana Restaurant, 24 Ealing Road, Wembley, HA0 4TL
Applicants Agent:	

#### 1. Application

The application is for the review of a premises licence held by Mr Jesudasan Santhampillai. The premises are known as Gana Restaurant, 24 Ealing Road, Wembley, HA0 4TL.

#### 2. Grounds for Review

The grounds for review are the Prevention of Crime and Disorder.

#### 3. Relevant Representations

Representation has been received from Home Office Immigration Enforcement

#### 4. Background

These premises are currently licensed for the sale of alcohol from 11am to 11pm Monday to Saturday and 12 noon to 10.30pm Sunday and to remain open from 11am to 11pm Monday to Sunday.

The Designated Premises Supervisor is Mr Jesudasan Santhampillai

The steps the Committee may take are:

- To modify, remove or add conditions
- To exclude the sale of alcohol or other licensable activity
- Remove the Designated Premises Supervisor
- Suspend the licence for up to 3 months.
- Revoke the licence

#### 5. Associated Papers

- A. Review Application
- B. Current Licence
- C. OS Map

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Licensing Authority: London Borough of Brent  
By email: [business.licence@brent.gov.uk](mailto:business.licence@brent.gov.uk)

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

**PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST**

Before completing this form please read the guidance notes at the end of the form.  
If you are completing this form by hand, please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written in black ink. Use additional sheets if necessary.

You may wish to keep a copy of the completed form for your records.

**I Home Office Immigration Enforcement**

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

**Part 1 – Premises or club premises details**

Postal address of premises or, if none, ordnance survey map reference or description  Gana Restaurant 24 Ealing Road	
Post town Wembley	Post code (if known) HA0 4TL

<b>Name of premises licence holder or club holding club premises certificate (if known)</b> Jesudasan Santhampillai
--

<b>Number of premises licence or club premises certificate (if known)</b> 160630
---

**Part 2 - Applicant details**

I am

Please tick ✓ yes

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

☐

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

☒

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

☐

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

Please tick ✓ yes

Mr

☐

Mrs

☐

Miss

☐

Ms

☐

Other title  
(for example, Rev)

**Surname**

**First names**

**I am 18 years old or over**

Please tick ✓ yes

☐

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

**Post town**

**Post Code**

**Daytime contact telephone number**

**E-mail address  
(optional)**

**(B) DETAILS OF OTHER APPLICANT**

Name and address

Telephone number (if any)

E-mail address (optional)

### (C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT

Home Office Immigration Enforcement Alcohol Licensing Team Lunar House 40 Wellesley Road Croydon CR9 2BY
Telephone number (if any)
E-mail address (optional) IE.Alcoholreviews@homeoffice.gov.uk

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

- Please tick one or more boxes ✓
- |   |                                     |
|---|-------------------------------------|
| 1) the prevention of crime and disorder | <input checked="" type="checkbox"/> |
| 2) public safety                        | <input type="checkbox"/>            |
| 3) the prevention of public nuisance    | <input type="checkbox"/>            |
| 4) the protection of children from harm | <input type="checkbox"/>            |

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

Grounds for review:

We have grounds to believe the license holder has failed to meet the licensing objectives of prevention of crime and disorder, as illegal working has been identified at this premises.

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

The Home Secretary (in practice Home Office (Immigration Enforcement)) was added to the list of Responsible Authorities (RA) in the licensing regime, which requires Home Office (Immigration Enforcement) to receive premises licence applications (except regulated entertainment only licences and applications to vary a Designated Premises Supervisor (DPS)), and in some limited circumstances personal licence applications. In carrying out the role of responsible authority, Home Office (Immigration Enforcement) is permitted to make relevant representations and objections to the grant of a licence or request a review of an existing licence as a responsible authority where there is concern that a licence and related licensable activity is prejudicial to the prevention of immigration crime including illegal working.

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

Please refer to accompanied review pack for detailed information.

**Please tick ✓ yes**

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

☐

If yes, please state the date of that application

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

**yes**

**Please tick ✓**

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

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

**Part 3 – Signatures** (please read guidance note 4)

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

Signature K Sooriyaarachchi

.....

Date 21 May 2024

.....

Capacity Responsible Authority

.....

**Contact name (where not previously given) and postal address for correspondence associated with this application** (please read guidance note 6)

Alcohol Licensing Team  
Lunar House  
40 Wellesley Road

**Post town**

Croydon

**Post Code**

CR9 2BY

**Telephone number (if any)**

**If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)** IE.Alcoholreviews@homeoffice.gov.uk

#### **Notes for Guidance**

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

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Home Office

## Premises Licence Review

Gana Restaurant  
24 Ealing Road  
Wembley  
HA0 4TL

## Contents

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## **Case Summary**

On 08 September 2023, the West London ICE team visited Gana Restaurant, 24 Ealing Road, Wembley, HA0 4TL after intelligence was received that the business was employing illegal workers. Entry to the premises was gained under Section 179 of the Licensing Act 2003.

Five arrests were made, and it was found that two of the employees were sleeping above the premises which appeared to be a converted storeroom.

A referral has been made to the Civil Penalty Compliance Team in relation to the illegal working which is currently pending.

A previous visit was made on 02 February 2019 where two illegal workers were encountered.

## **Licensed Premises History**

The premises license number is 160630 and is held by Mr Jesudasan Santhampillai. The start date of the license is shown as 24 November 2005.

The DPS is also Mr Jesudasan Santhampillai, personal licence number: 06JS-00AQ-H4RN-WHTY. The issuing authority is London Borough of Harrow. The DPS has been in place since 04 April 2012.

The license permits the sale of alcohol from 11:00 – 23:00 from Monday to Saturday, 12:00 – 22:30 on Sunday.

The premises is registered with Companies House as Gana Restaurant Wembley Ltd, (Company Number: 14922791) with a registered address of 24 Ealing Road, Wembley, HA0 4TL.

The director listed is Selestin Siloja Sebastiampillai.

## Enforcement Visit: 15 September 2023

Entry was gained to the premises at 13:45hrs. Upon entering, immigration officers encountered the following workers:

████████████████████

██████████ was encountered in the kitchen area and immigration officers noted that he attempted to walk towards the rear door at the presence of officers. ██████████ was questioned about his role in the business and replied that he is a general helper.

Home Office records showed that ██████████ was an overstayer with no right to work. ██████████ had originally entered the UK on a visit visa valid for six months in 2018 with no right to work. ██████████ had no pending applications as of 15 September 2023 and he does not hold the right to work in the UK.

When questioned by immigration officers ██████████ initially stated that he had been working for two days and later admitted that he had been working at the premises for six months as a helper doing whatever jobs needed doing. ██████████ stated that he has no set working pattern and reports to whoever is in charge on the day for duties. ██████████ stated he usually works three to four hours a day and is paid in cash £40 to £50 per day.

██████████ confirmed that he did not show any right to work documents prior or during his employment and the employer have not asked to see his right to work documentation.

████████████████████ was arrested under Sch 2 Para 17(1) of the Immigration Act 1971 as a person liable to be detained under Para 16 of Schedule 2 of the same act. He was offered voluntary departure but refused due to wanting to stay and work. ██████████ has no leave to remain in the United Kingdom or right to work.

████████████████████

██████████ was encountered in the kitchen area and stated to immigration officers he had a visa but didn't provide any evidence of this.

Home Office records revealed ██████████ had been granted leave to enter the UK as a student from 30 December 2021 to expiry on 15 May 2023 with the right to work for 20 hours during term time. Further examination revealed that ██████████ had not enrolled for his student course and his visa was curtailed and expired on 03 May 2023. He made no applications to regularise his stay and has no right to work in the UK in line with his visa curtailment.

██████████ stated to immigration officers during questioning that he had worked at the premises for more than one year preparing the food. He worked 4 days per week from 12:00 to 20:00hrs and was paid approximately £280 a week into his bank account. ██████████ stated that he does not pay income tax and he did not show

any right to work documents before or during his employment and confirmed he was employed by [REDACTED]

[REDACTED] was arrested under Sch 2 Para 17(1) of the Immigration Act 1971 as a person liable to be detained under Para 16 of Schedule 2 of the same act. He was offered voluntary departure but refused due to wanting to stay and work. [REDACTED] has no leave to remain in the United Kingdom or right to work.

[REDACTED] was encountered in the kitchen area preparing food wearing stained clothing. [REDACTED] was questioned about his role in the business and replied that he does not work but helps.

Home Office records indicate that [REDACTED] had entered on a visit visa valid for six months from 14 April 2023 to 14 October 2023 with no right to work.

When questioned by immigration officers [REDACTED] maintained that he did not work at the premises but visits his cousin who works in the kitchen and occasionally helps out. He stated that he was helping put away the deliveries and claimed that he is not paid but gets food in return for helping.

[REDACTED] was arrested as a worker in breach of his visa conditions under Sch 2 Para 17(1) of the Immigration Act 1971 as a person liable to be detained under Para 16 of Schedule 2 of the same act. He was offered voluntary departure and will work with Home Office officials to return back to India. [REDACTED] has no leave to remain in the United Kingdom or right to work.

[REDACTED] was encountered in a basement stock room area whilst restocking the soft drinks. Home Office records indicated that [REDACTED] was granted a business visit visa valid for six months from September 2022 to March 2023 with no right to work. [REDACTED] made no further applications to regularise his stay in the UK after his visa expired. Therefore, [REDACTED] is an overstayer in the with no right to work in the UK.

When questioned by immigration officers [REDACTED] claimed he had been working as a waiter at the premises for four months. He worked four day a week between 5 to 10 hours per day. [REDACTED] stated he is paid £6.50 per hour and receives £270 to £300 per week in cash and is paid by Mr [REDACTED].

The following answer was given during interview to a question regarding right to work checks conducted by the business, "[REDACTED] asked about my immigration status, I told [REDACTED] that I have a visit visa and he said I can work. I did not provide any copy of my visa or ppt."

████████ confirmed that he has not provided any right to work documents to his employer or right to work checks conducted prior to commencing work. ██████ admitted to officers that he did not have leave when he started working at the premises which suggests he has been working at the premises for longer than four months as claimed.

████████ was arrested under Sch 2 Para 17(1) of the Immigration Act 1971 as a person liable to be detained under Para 16 of Schedule 2 of the same act. He was offered voluntary departure but refused due to wanting to stay in the UK. ██████ has no leave to remain in the United Kingdom or right to work.

████████  
Immigration officers encountered ██████ whilst working in the kitchen area. Home Office records indicate that ██████ was granted a visit visa valid from 15 April 2022 to 15 April 2024 with no right to work.

████████ stated that he had been working at the premises for four months as a chef. He works five days a week from 12:30pm to 01:30am. He stated that he is paid £60 per day in cash and receives food and accommodation. He does not pay tax or national insurance and lives above the business premises.

He stated during questioning that he did not show any right to work documents before or during his employment and the employer have not asked to see his right to work documentation. Significantly he stated that his employer is aware that he is does not hold the right to work in the UK but still offered him the job. He reports to ██████ who tells him what tasks to do.

████████ also informed officers that his brother-in-law (████████) worked at the premises. ██████ stated that his brother-in-law has been working 3 to 4 days per week for the past four months. It is considered that ██████ attempted to deceive immigration officers by providing false information during his interview saying he was not working and only visiting his cousin and helping occasionally.

████████ was arrested under Sch 2 Para 17(1) of the Immigration Act 1971 as a person liable to be detained under Para 16 of Schedule 2 of the same act. He was offered voluntary departure and is currently working with the Home Office to return to India. ██████ has no leave to remain in the United Kingdom or right to work.

#### ████████ - Employer

████████ arrived at the premises after the illegal working employee interviews were concluded. She informed immigration officers that she was the director of the company, and her husband ██████ was running the restaurant and managed all staff. ██████ stated that she did not know any of the employees that were identified as illegal workers as she was on maternity leave.

## Enforcement Visit: 02 February 2019

Entry was gained to the premises at 16:17hrs under section 179 of the Licensing Act 2003. Upon entering, immigration officers encountered the following illegal workers:

████████████████████

██████████ was interviewed and stated to officers that he works when it's busy with catering events, helps with loading vans. He was given the job by ██████████ who is the boss. ██████████ stated that he is paid £10 - £12 for helping and is also given food. ██████████ also confirmed that the employer was aware that he did not hold the right to work in the UK. ██████████ did not hold valid leave or the right to work in the UK at the time of this visit.

████████████████████

██████████ stated to officers during questioning that she had worked at the premises for two days on training and her duties include taking orders over the phone, waitressing and managing the till. ██████████ confirmed that ██████████ employed her and stated that they requested for her ID but she did not provide this and told them that she would be receiving her BRP soon. ██████████ also stated that she was not being paid for her work during the training period. ██████████ was an illegal entrant and did not hold valid leave or the right to work in the UK at the time of this visit.

### ████████████████████ - Employer

██████████ identified himself as the owner and was interviewed by immigration officers.

When questioned in relation to ██████████ he stated that ██████████ does not work at the premises and just visits the restaurant and helps occasionally and he gives him food in return. When officers questioned if ██████████ received money for his work ██████████ stated that he gives him around £10 at times.

When questioned in relation to ██████████ he stated that she has only worked at the premises for around three days. ██████████ confirmed that ██████████ was on training until she provided him with her biometric card and was not being paid for any work done whilst training.



## Reasons for Review

Section 36 and Schedule 4 of the Immigration Act 2016 amended the Licensing Act 2003 to introduce immigration safeguards in respect of licensing applications made in England and Wales on or after 06 April 2017. The intention is to prevent illegal working in premises licensed for the sale of alcohol or late-night refreshment.

When Immigration Enforcement attended the premises on 15 September 2023 five out of the total of six employees were illegal workers. Four workers admitted to working at the premises and one worker claimed to 'help occasionally'. During a previous visit on 02 February 2019 two illegal workers were encountered as well, thereby, making this business a repeat offender.

In this case, the license holder and its agents demonstrated complete disregard for immigration right to work compliance and understanding of the processes and responsibilities to conduct checks on the people they employ. Whether by negligence or wilful blindness, illegal workers were engaged in activity on the premises, yet it is a simple process for an employer to ascertain what documents they should check before a person can work. All employers are dutybound by law to conduct these checks, and guidance can be found on the GOV.UK website or by using a search engine. Additional information on how to conduct these checks is available online, this includes the Home Office's official YouTube page. The information is readily available. It is an offence to work when a person is disqualified to do so, and such an offence can only be committed with the co-operation of a premises licence holder or its agents.

The use of illegal labour provides an unfair competitive edge and deprives the UK economy of tax revenue. Illegal workers are often paid below the minimum wage (itself an offence) and National Insurance contributions are not made. In this case one worker stated that the employer pays him approximately £60 a day for working a 13 hour shift. Should this be the case, then the hourly wage works out to £4.62. The UK minimum wage at the time of the enforcement visit was £10.42. It was also ascertained that two of the employees were living in a room above the premises which appeared to be a converted storeroom and they confirmed that [REDACTED] allowed them to live upstairs. A key draw for illegal immigration is work and low-skilled migrants that are increasingly vulnerable to exploitation by unlawful enterprises, finding themselves in sub-standard accommodation and toiling in poor working conditions for long hours for remuneration below the National Minimum Wage.

Section 182 guidance at point 11.27 states that certain activity should be treated particularly seriously, and this includes employing someone who is disqualified from that work by reason of their immigration status in the UK. 11.28 of the guidance states that it is expected that revocation of the licence – even in the first instance – should be seriously considered.

Immigration Enforcement submits that for commercial reasons those engaged in the management of the premises employed an illegal worker and a warning or other activity falling short of a review is inappropriate; therefore, Immigration Enforcement has proceeded to a review.

## Outcome Sought

The objective of the Licensing Act 2003 (the Act) is to provide a clear, transparent framework for making decisions about applications by individuals or businesses wishing to sell or supply alcohol or provide certain types of regulated entertainment and late-night refreshment.

There are four licensing objectives which underpin the Act, and which need to be taken into account and promoted throughout the licensing process.

The licensing objectives are:

- the prevention of crime and disorder
- public safety
- the prevention of public nuisance and
- the protection of children from harm

Gana Restaurant has been found employing illegal workers. This business has clearly failed to meet the prevention of crime and disorder objective. The license holder and its agents would have been aware of their responsibilities to uphold the licensing objectives as they are clearly defined as part of the premises license application.

Illegal working at the premises has been evidenced from 2019 and 2023, it is considered that a suspension of the license will only have a short-term effect. Similarly, changing the DPS is not considered a sufficient remedy as the license holder has been involved in facilitating the illegal working. Merely remedying the existing situation (for instance by the imposition of additional conditions or a suspension) is insufficient to act as a deterrent to the licence holder and other premises' licence holders from engaging in illicit activity by employing illegal workers and facilitating disqualified immigrants to work illegally.

Immigration Enforcement asks that the premises licence is revoked.

This submission and appended documents provide the licensing subcommittee with background arguments and information pertinent to that contention. These provide the sub-committee with a sound and defensible rationale as to why it should revoke the licence.

## Appendix – Supporting Documents

Illegal Working-Employee [REDACTED]

Illegal Working-Employee [REDACTED]

Illegal Working-Employee [REDACTED]

Illegal Working-Employee [REDACTED]

Illegal Working-Employee [REDACTED]

Illegal Working-Employer [REDACTED]

QA [REDACTED]

Illegal Working-Employee [REDACTED]

Illegal Working-Employee [REDACTED]

Illegal Working-Employer [REDACTED]

Illegal Working-Employer [REDACTED]

**Illegal Working - Employee****Details**

Type of work	Visit
Visit reference	[REDACTED]
Created by	[REDACTED]
ProntoID	[REDACTED] - Malaysia
Subject CIDPID/CEPR	Unknown
Subject name	[REDACTED]
Subject DOB	[REDACTED]
Subject nationality	Malaysia
Subject gender	Male
Time	14:35
Created at geolocation	<div>Easting 518040</div> <div>Northning 184962</div>
Creation date	08-09-2023 15:24:08

**Language of Interview**

What language is the interview carried out in?	Tamil
Interpreter used?	Yes
Details of interpreter	[REDACTED]
Does the individual understand the interpreter?	Yes

**Obligation**

How long have you been working at this Restaurant- Gana restaurant, 24 Ealing Road, Wembley, HA0 4TL.	I have been here working now for the last two days. I have been working here for only two days.
What is your job roles at Gana Restaurant?	I just take things here and there and help them out with any duties.
What days/ hours do you work each week at Gana Restaurant?	I dont come here regularly i just come and go.
Do you work the same hours/ days every week at Gana Restaurant?	No.
What days do you work then at Gana restaurant?	Whenever i leave from my other job then i come and help.
You have stated that you have only been working here at the restaurant	I have been working here for 6 months whenever i have time i come and work here.

for only two days yet you said before that "whenever i leave from my other job then i come and help" so how many days has he truthfully been working at Gana restaurant?

Just to confirm you have been working at Gana Restaurant for the last 6 months?

Yes.

## Control

Who gave you this job at Gana restaurant, 24 Ealing Road, Wembley, HA0 4TL?

The guy who gave me the job is [REDACTED] he no longer works here.

What was [REDACTED] role here at Gana restaurant?

I dont know.

How do you know [REDACTED] ?

I know [REDACTED] through someone else.

Who tells you what days/ hours to work at Gana restaurant?

Nobody tells me when to come i just come and go if i need to help.

How do you know how to help?

[REDACTED] told me to come and help and he is the one who tells me to come and go.

But if [REDACTED] doesn't work here then how do you know how to help here then?

[REDACTED] said he can come and go whenever he wants.

Who do you report to when you come here?

Whoever who is in charge for example today [REDACTED]

Who tells you what tasks/ duties to do each day?

Whoever is in charge on the day whoever is the manager of the day.

## Remuneration

How are you paid (money, accommodation, food)?

Cash in hand.

If money, how much and how do you receive it?

It depends on how many hours i do in the day i work around 3 to 4 hours a day, £40-£50 a day.

Who pays you for the work you do here?

Whoever is there i dont work many days and whoever is behind the counter , [REDACTED] pays me if he is behind the counter or the boss.

What is the boss's name?

[REDACTED]

Is [REDACTED] who gave you the job or permission to work here?

[REDACTED] gave me the job.

How can [REDACTED] give you the job without [REDACTED] permission?

[REDACTED] used to work here he gave me a job.

Do you pay income tax or have a National Insurance number?

No i dont have a passport.

**Pre-employment Checks**

What name does the employer know you as at Gana Restaurant 24 Ealing road, Wembley, HA0 4TL.

[REDACTED]

Did the employer check your right to work or immigration status before they offered you the job at Gana restaurant?

I dont work here regularly i only come here a couple of times so they did not check.

Did you show documents or share a code with the employer to prove your right to work before being offered the job? If so, what did you show and were they originals?

No.

Does your employer know you're not allowed to work in the UK?

No.

**Additional Questions**

Who else works here?

Everyone who is in the room. [REDACTED]  
[REDACTED]

**Photographs**

pic



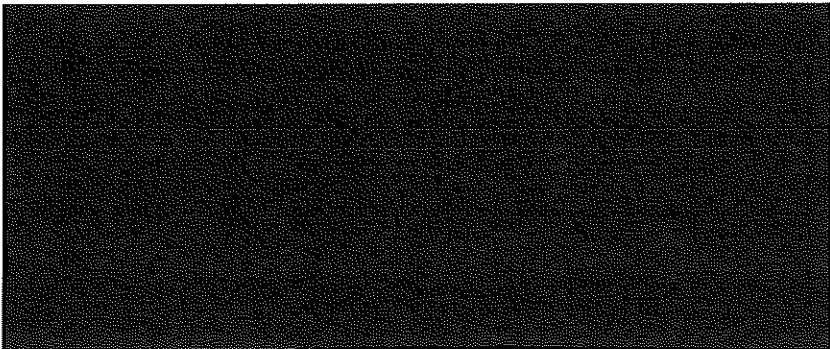
Exhibit Ref

MW/0001

**Declaration**

I confirm that I have understood all the questions and that the details are true and correct.

Interviewee signature ( [REDACTED]  
[REDACTED] )



08-09-2023 15:25:50

**Observations**

Observations	Was working in the kitchen.
Do you suspect this person of illegal working?	Yes

**Illegal Working - Employee****Details**

Type of work	Visit
Visit reference	[REDACTED]
Created by	[REDACTED]
Prontold	[REDACTED] - India
Subject CIDPID/CEPR	[REDACTED]
Subject name	[REDACTED]
Subject DOB	[REDACTED]
Subject nationality	India
Subject gender	Male
Time	14:39
Created at geolocation	<div>Easting 518041</div> <div>Northing 184962</div>
Creation date	08-09-2023 14:39:04

**Language of Interview**

What language is the interview carried out in?	English
Interpreter used?	No

**Obligation**

How long have you been working here at gana restaurant?	More than one year
What is your job role/ what are your duties?	I do the cutting and prepare in the kitchen.
What days/ hours do you work each week?	8hrs a day, 4 days, mon, fri, sat and sun. 12 till 8pm

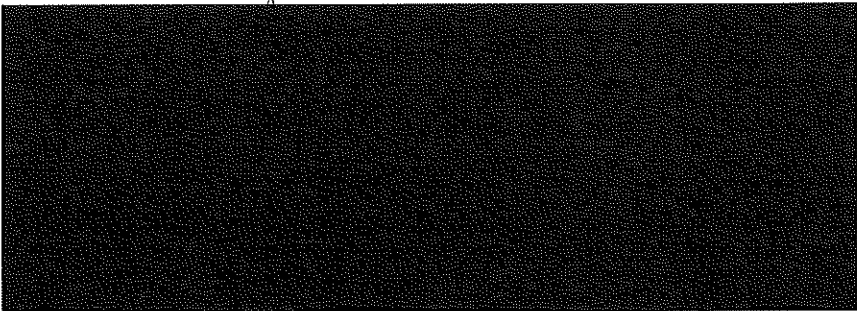
**Control**

Who gave you this job (name and role in business)?	I just came and asked them
Who said it was ok to work here?	The boss who isnt here he is in sri lanka, [REDACTED]

**Remuneration**

How are you paid (money, accommodation, food)?	Wages direct to my bank account and i get food when i am working.
If money, how much and how do you receive it?	£9.00 an hr get paid weekly Approx £280 a week



Who pays you?	[REDACTED]
Do you pay income tax or have a National Insurance number?	No i dont pay tax but i have a national insurance number at home
<b>Pre-employment Checks</b>	
What name does the employer know you as?	[REDACTED]
Did the employer check your right to work or immigration status before they offered you the job?	No
Did you show documents or share a code with the employer to prove your right to work before being offered the job? If so, what did you show and were they originals?	They asked but i didnt show them.i told them i was applying for a visa
<b>Additional Questions</b>	
No details provided.	
<b>Photographs</b>	
No photographs.	
<b>Declaration</b>	
I confirm that I have understood all the questions and that the details are true and correct.	
Interviewee signature ([REDACTED]) [REDACTED]	  08-09-2023 14:50:46
<b>Observations</b>	
Observations	[REDACTED] was in the kitchen with 3 other males when i entered from rear cover.
Do you suspect this person of illegal working?	Yes

**Illegal Working - Employee****Details**

Type of work	Visit
Visit reference	[REDACTED]
Created by	[REDACTED]
ProntoID	[REDACTED] - India
Subject CIDPID/CEPR	Unknown
Subject name	[REDACTED]
Subject DOB	[REDACTED]
Subject nationality	India
Subject gender	Male
Time	14:15
Created at geolocation	<div>Easting 518081</div> <div>Northing 184930</div>
Creation date	08-09-2023 14:15:41

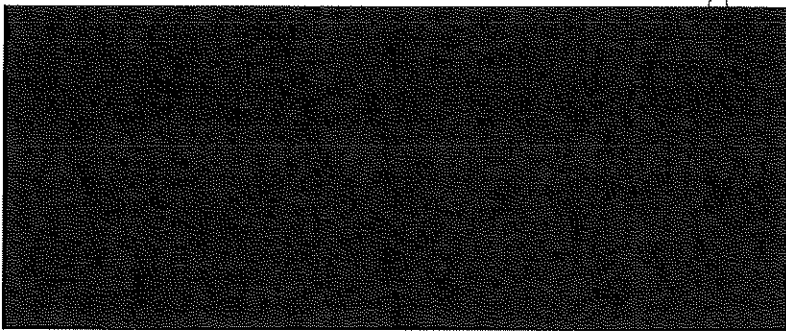
**Language of Interview**

What language is the interview carried out in?	Tamil
Interpreter used?	Yes
Details of interpreter	[REDACTED]
Does the individual understand the interpreter?	Yes

**Obligation**

How long have you been working at Gana restaurant	I don't work here, I been coming here for 6 or 7 times on Fridays after Mosque and help out
What is your job role/ what are your duties?	I was helping to put away deliveries
What days/ hours do you work each week?	I don't work here, my cousin lives close by and I visit him here
What days/ hours do you work each week?	I come here to go Mosque at 1 30 and another one at 2 30
Do you work the same hours/ days every week?	I don't work here I just help out sometimes

<b>Control</b>	
Who gave you this job (name and role in business)?	My cousin works here and he gives me food
<b>Remuneration</b>	
How are you paid (money, accommodation, food)?	I'm a businessman I have money
Do you pay income tax or have a National Insurance number?	I'm not doing anything here
<b>Pre-employment Checks</b>	
Does your employer know you're not allowed to work in the UK?	I don't know
What name does the employer know you as?	My cousin works in the kitchen, I'm not very friendly with the manager
<b>Additional Questions</b>	
Who else works here?	My cousin works in the kitchen
who else from this restaurant is working here?	I don't know anything about it,when I come here I mind my own business and I leave.
how many days a week does your cousin work here?	I don't know,I come here only on Fridays
Why is your cousin telling us that you are working here and you are saying you aren't?	Maybe because I sometimes come and ask him for money for alcohol and stuff that's why.
so you were encountered in the kitchen cleaning or cooking, can you explain this?	I just help out my cousin who works here
what do you get in exchange for helping?	I get food
does he understand that it is illegal to work in exchange for food?	No

<b>Photographs</b>	
No photographs.	
<b>Declaration</b>	
I confirm that I have understood all the questions and that the details are true and correct.	
Interviewee signature ( [REDACTED] )	 08-09-2023 15:41:32
<b>Observations</b>	
Observations	Observed working in the kitchen/staff only area. He keeps saying he does not work here, however he was in the kitchen, in dirty clothes and preparing food. His cousin who admitted to working in the premises, also said that the subject is also working. Mr [REDACTED] claims that is because he comes and asks him for money for alcohol.
Do you suspect this person of illegal working?	Yes
<b>Management Checks Complete</b>	
Date management checks complete	17-09-2023 19:00:18
Reviewer(s)	[REDACTED]

**Illegal Working - Employee****Details**

Type of work	Visit
Visit reference	[REDACTED]
Created by	[REDACTED]
ProntoID	[REDACTED] - India
Subject CIDPID/CEPR	Unknown
Subject name	[REDACTED]
Subject DOB	[REDACTED]
Subject nationality	India
Subject gender	Male
Time	14:19
Created at geolocation	<div>Easting 518036</div> <div>Northing 184962</div>
Creation date	08-09-2023 14:19:04

**Language of Interview**

What language is the interview carried out in?	Hindi
Interpreter used?	Yes
Details of interpreter	[REDACTED]
Does the individual understand the interpreter?	Yes

**Obligation**

How long have you been working at this business Gana Resturant, HA0 4TL	4 months
What is your job role/ what are your duties?	I am working as waiter
What days/ hours do you work each week?	I work 4 days a week. Normally I work 5-6 hours a day. When the restaurant is busy, I work 8 to 10 hours a day.
Do you work the same hours/ days every week?	I work 4 days in weekdays. When the restaurant is busy, I work on weekend also.

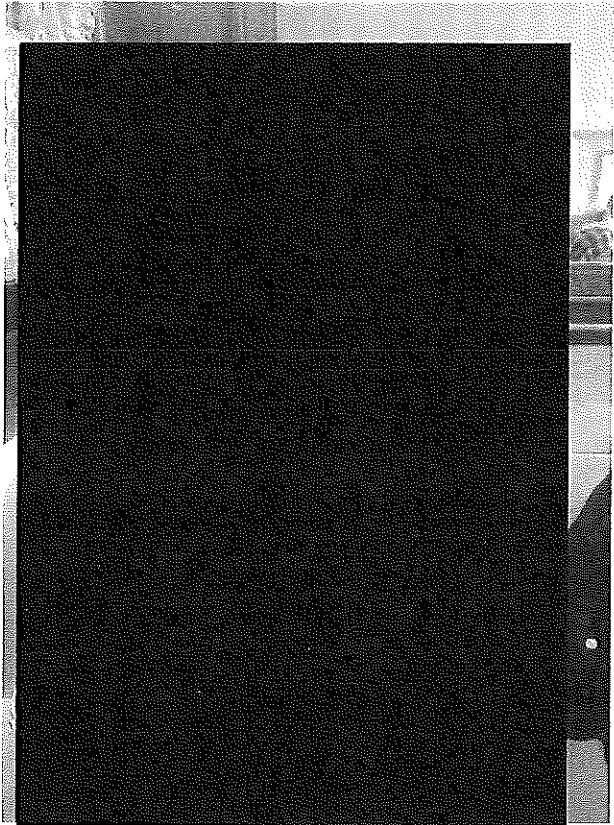
**Control**

Who gave you this job (name and role in business)?	[REDACTED] gave me the job.He is the owner of this restaurant.
--	--

Who tells you what days/ hours to work?	The owner [REDACTED] tell me the hours and days to work.
Who tells you what tasks/ duties to do each day?	My boss [REDACTED] tell me the tasks I need to do every day.
<b>Remuneration</b>	
How are you paid (money, accommodation, food)?	I am paid cash in hand. I am also provided foods.
If money, how much and how do you receive it?	I get £6.50 per hour. On average, I earn £270 to £300 a week.
Who pays you?	My boss [REDACTED] pays me
Do you pay income tax or have a National Insurance number?	No
<b>Pre-employment Checks</b>	
What name does the employer know you as?	[REDACTED]
Did the employer check your right to work or immigration status before they offered you the job?	Yes.when [REDACTED] asked about my immigration status, I told [REDACTED] that I have a visit visa and he said I can work. I did not provide any copy of my visa or ppt.
Did you show documents or share a code with the employer to prove your right to work before being offered the job? If so, what did you show and were they originals?	No
Does your employer know you're not allowed to work in the UK?	No I do not know whether my boss [REDACTED] knows it or not.
<b>Additional Questions</b>	
Who else works here?	At the moment we are 2 people working in the front of house. I do not how many people work in the Kitchen.
How did you get the job?	Once, I came for a food in this restaurant. I asked one of the employee: lady if they have any job for me in this restaurant. The lady referred me for this job. She is not working here at the present anymore as she revived a placement in Birmingham.
How do you know when to work in this restaurant?	My Boss [REDACTED] rings me whenever he nends me to work.
Did you start working here before you visit leave expired?	Initially, POI said I had a visit leave when I started working here.
But, you told me you started working here in this restaurant 4 months ago only. And your visit leave expired on 8	I did not had a leave when I started working here in this restaurant.

March 2023? Are you trying to provide false information	
Do you live with anyone who works here?	No I live on my own.
<b>Photographs</b>	
No photographs.	
<b>Declaration</b>	
I confirm that I have understood all the questions and that the details are true and correct.	
Interviewee signature ( [REDACTED] )	<div data-bbox="721 714 1326 999" data-label="Image"></div> <div data-bbox="901 1088 1129 1120" data-label="Text">08-09-2023 15:02:34</div>
<b>Observations</b>	
Observations	When I encountered, POI was working in the basement of the restaurant stocking up a soft drinks.
Do you suspect this person of illegal working?	Yes

Photo 1



Caption photo  
Exhibit Ref MB01



**Illegal Working - Employee****Details**

Type of work	Visit
Visit reference	[REDACTED]
Created by	[REDACTED]
ProntolD	[REDACTED] - India
Subject CIDPID/CEPR	[REDACTED]
Subject name	[REDACTED]
Subject DOB	[REDACTED]
Subject nationality	India
Subject gender	Male
Time	14:37
Created at geolocation	<div>Easting 518036</div> <div>Northing 184970</div>
Creation date	08-09-2023 15:04:04

**Language of Interview**

What language is the interview carried out in?	Tamil
Interpreter used?	Yes
Details of interpreter	[REDACTED]
Does the individual understand the interpreter?	Yes

**Obligation**

How long have you been working at Gana restaurant?	About 4 months
What is your job role/ what are your duties?	I make the food and I make roti
What days/ hours do you work each week?	I work 5 days a week. I usually take Thursdays off and another day during the week. I work from 12.30pm until 1.30 am in the morning
Do you work the same hours/ days every week?	Yes I do but I always have Thursday and another day off that other day off can change

**Control**

Who gave you this job (name and role in business)?	A guy called [REDACTED]
--	-------------------------

Who tells you what days/ hours to work?	The boss [REDACTED]
Who tells you what days/ hours to work?	The boss [REDACTED]
Who tells you what tasks/ duties to do each day?	[REDACTED]
<b>Remuneration</b>	
How are you paid (money, accommodation, food)?	Money and food and I live upstairs
If money, how much and how do you receive it?	I get paid £60 per day cash in hand weekly
Who pays you?	[REDACTED] the manager pays me
Do you pay income tax or have a National Insurance number?	No I don't have one
<b>Pre-employment Checks</b>	
What name does the employer know you as?	He knows me by my first name only of [REDACTED]
Did the employer check your right to work or immigration status before they offered you the job?	No
Did you show documents or share a code with the employer to prove your right to work before being offered the job? If so, what did you show and were they originals?	No
Does your employer know you're not allowed to work in the UK?	Yes he knows but he still gave me the job
<b>Additional Questions</b>	
Who else works here?	My sisters husbands brother his name is [REDACTED].
how long has he worked here	He has worked here for 4 months also dping 3 to 4 days a week

**Photographs**

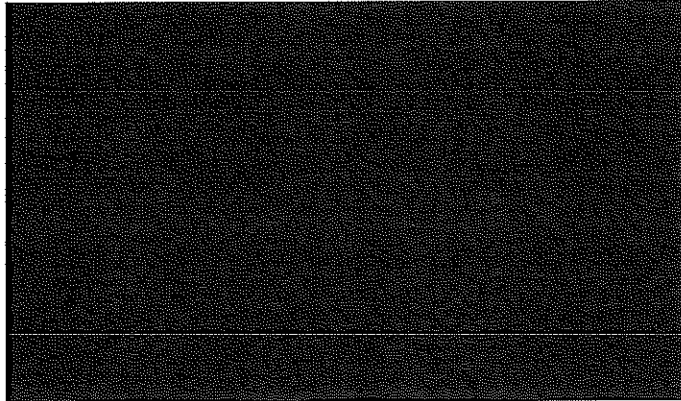
No photographs.

**Declaration**

I confirm that I have understood all the questions and that the details are true and correct.

Interviewee signature (

)



08-09-2023 15:04:25

**Observations**

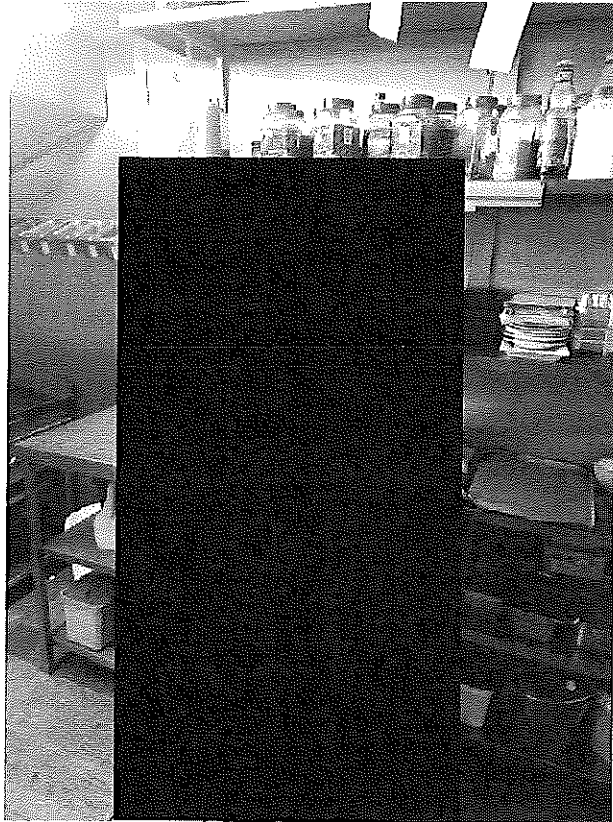
Observations

Observed working in the kitchen when I entered the premises. I was in covert clothing

Do you suspect this person of illegal working?

Yes

Photo 1



Caption HA/01

Exhibit Ref HA/01

**Illegal Working - Employer****Details**

Type of work	Visit
Visit reference	[REDACTED]
Created by	[REDACTED]
Prontold	[REDACTED] - India
Subject CIDPID/CEPR	Unknown
Employer	[REDACTED]
Subject DOB	[REDACTED]
Subject nationality	India
Subject gender	Male
Time	15:32
Created at geolocation	<div>Easting 518043</div> <div>Northing 184962</div>
Creation date	08-09-2023 15:31:59

**Language of Interview**

What language is the interview carried out in?	Tamil
Interpreter used?	Yes
Details of interpreter	[REDACTED]
Does the individual understand the interpreter?	Yes

**Employer Details**

What is the name of the business?	Gana Restaurant
What are the Companies House and VAT numbers of the business?	Company number 14922791 VAT number 285895435
What is your position here?	Company Director
How do you know [REDACTED]	I do not know him I have been off for 9 months only my husband knows him. I just had a baby a month and half ago I also have a 4 year old son.
what is your husbands name	[REDACTED]
what does your husband do at the restaurant	He runs the restaurant
Is your husband responsible for employing staff	Yes he usually takes care or everything, because I was on merternity leave.

<b>Declaration by Employer</b>	
I confirm that I have understood all the questions and that the details are true and correct.	
Subject has refused to provide a signature.	
Employer read the contents of the interview themselves	No
Contents read back to the employer in the language used during the interview	Yes
<b>Observations</b>	
Observations	Seen in the stock room packing and sorting

## Q&amp;A

## Details

Type of work	Visit
Visit reference	[REDACTED]
Created by	[REDACTED]
Prontold	[REDACTED] - Malaysia
Subject CIDPID/CEPR	[REDACTED]
Subject name	[REDACTED]
Subject DOB	[REDACTED]
Subject nationality	Malaysia
Subject gender	Male
Time	20:50
Created at geolocation	<div>Easting 511791</div> <div>Northing 174890</div>
Creation date	08-09-2023 20:46:15

## Language of Interview

What language is the interview carried out in?	Tamil
Interpreter used?	Yes
Details of interpreter	[REDACTED]
Does the individual understand the interpreter?	Yes

## Q&amp;A

what is your address?	24 Ealing Road, Wembley, HA0 4TL.
Where is your mobile phone?	At the address on my bed.
How many people live in this bedroom?	Three of us.
What is the name of the person who has allowed you three to live upstairs?	[REDACTED]
Where does the third person sleep as the room only looks like it can sleep 2?	The other one sleeps outside in the store room.
Why did you not tell me before at the restaurant where you lived?	I did not know the address and did not understand?

you had a tamil language interpreter who you stated you understood?	I did not understand what the interpreter asked.
I have explained the BAIL201, you must report to Eatom.house on 21/09/23 at 09:00hrs?	Yes i will.
Do you know the way home?	No.
<b>Declaration</b>	
Subject has refused to provide a signature.	
Interviewee read the contents of the interview themselves	Yes
Contents read back in the language used during the interview	Yes



**Illegal Working - Employee****Details**

Type of work	Visit
Visit reference	██████████
Created by	██████████
ProntolD	████████████████████ - LKA Sri Lanka
Subject CIDPID/CEPR	██████████
Subject name	██████████████████
Subject DOB	██████████
Subject nationality	LKA Sri Lanka
Subject gender	Male
Time	16:44
Created at geolocation	<div>Easting 518050</div> <div>Northing 184960</div>
Creation date	02-02-2019 16:44:12

**Language of Interview**

What language is the interview carried out in?	English
Interpreter used?	No

**Obligation**

How long have you been working here?	I come once every two months when it's busy or big catering event, I used to work here in 2013
What is your job role/ what are your duties?	I carry stuff to the van, load food for catering events
What days/ hours do you work each week?	No specific day just when there is no staff and They Are busy

**Control**

Who gave you this job (name and role in business)?	The boss ██████████
Who tells you what days/ hours to work?	██████████ does
Who tells you what tasks/ duties to do each day?	██████████ tells me what to do

**Remuneration**

How are you paid (money, accommodation, food)?	Food and sometimes £10 - £12 pounds for helping
If money, how much and how do you receive it?	Cash in my hand £10 for helping
Who pays you?	██████ gives money and the kitchen people give me food
Do you pay income tax or have a National Insurance number?	No

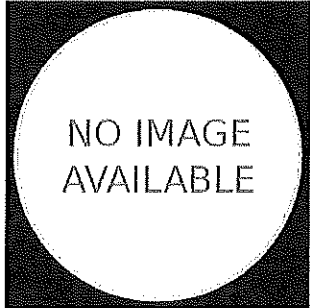
**Pre-employment Checks**

What name does the employer know you as?	He calls me ██████. He knows me by my name
Did you show documents before being offered the job? If so, what?	No
Does your employer know you're not allowed to work in the UK?	Yeah he knows but I have ID that says I can work. The asylum arc card has no expiry date

**Additional Questions**

No details provided.

**Photographs**

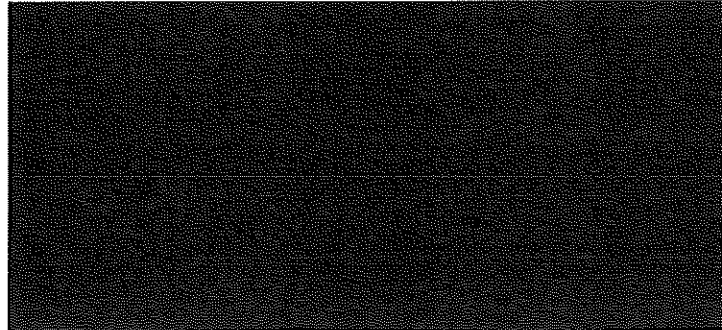
worker	<div></div> <div>Exhibit Ref      HA/01</div>
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**Declaration**

I confirm that I have understood all the questions and that the details are true and correct.

Interviewee signature (

)



02-02-2019 16:54:39

**Observations**

Observations

Do you suspect this person of illegal working?

**Management Checks Complete**

Date management checks complete

20-05-2019 14:08:31

Reviewer(s)

[Redacted]

**Illegal Working - Employee****Details**

Type of work	Visit
Visit reference	[REDACTED]
Created by	[REDACTED]
Prontold	[REDACTED] - LKA Sri Lanka
Subject CIDPID/CEPR	[REDACTED]
Subject name	[REDACTED]
Subject DOB	[REDACTED]
Subject nationality	LKA Sri Lanka
Subject gender	Female
Time	16:46
Created at geolocation	<div>Easting 518045</div> <div>Northing 184970</div>
Creation date	02-02-2019 16:59:20

**Language of Interview**

What language is the interview carried out in?	English
Interpreter used?	No

**Obligation**

Are you fit and well to be interviewed	Yes
How long have you been working here?	2 days
What is your job role/ what are your duties?	Waitressing and managing the till as well as taking phone orders
What days/ hours do you work each week?	Yesterday at 10am till 6pm and today I started at 10am till 6pm.
How long will you be in on training?	We haven't discussed that
Who employed you?	[REDACTED]
Did he ask you for ID or to confirm you have the right to work?	Yes they asked for ID I said I don't have any. They asked if I have permission to work, I told them I should be getting my BRP card soon
How much will you be paid?	For training I'm not being paid. We have not discussed the pay yet.
Can you confirm you have understood all my questions asked to you in English?	Yes

**Control**

No details provided.

**Remuneration**

No details provided.

**Pre-employment Checks**

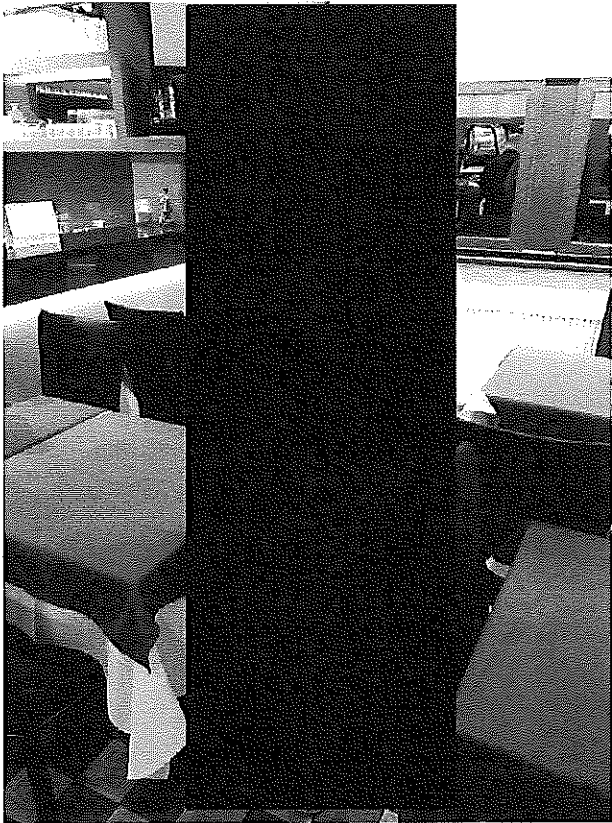
No details provided.

**Additional Questions**

No details provided.

**Photographs**

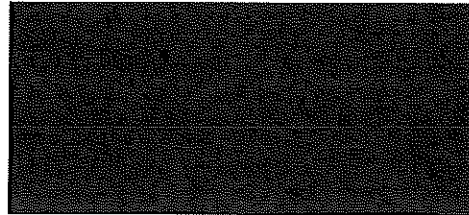
illegal working photograph



**Declaration**

I confirm that I have understood all the questions and that the details are true and correct.

Interviewee signature ( [REDACTED]  
[REDACTED] )



02-02-2019 17:01:00

**Observations**

Observations

Do you suspect this person of illegal  
working?

**Illegal Working - Employer****Details**

Type of work	Visit
Visit reference	[REDACTED]
Created by	[REDACTED]
Prontold	[REDACTED] - [REDACTED] LKA Sri Lanka
Subject CIDPID/CEPR	Unknown
Employer	[REDACTED]
Subject DOB	[REDACTED]
Subject nationality	LKA Sri Lanka
Subject gender	Male
Time	16:41
Created at geolocation	<div>Easting 518039</div> <div>Northing 184976</div>
Creation date	02-02-2019 16:40:48

**Language of Interview**

What language is the interview carried out in?	
Interpreter used?	No

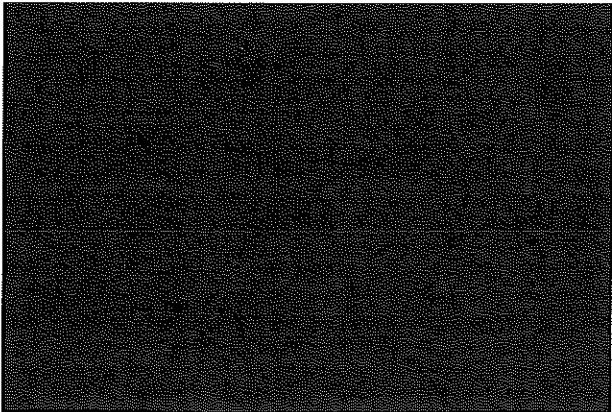
**Employer Details**

how long has [REDACTED] worked here?	He doesn't work here he comes for the restaurant,sometimes he doesn't have money so I gave him food.
What is the name of the business?	Gana restaurant registered as st Mary's ltd
What is your position here?	Owner
why is there messages on his phone Fri. you asking him to come in?	He doesn't have money so sometimes he helps me out and I give him food
what time did he arrive today?	I don't know I was in the kitchen I didn't see him today maybe he was sitting outside like always
when did he last come here ?	I think 2 weeks ago he goes to other places for food aswell he says he won't take it for free and wants to help
what does he do to help?	Picking up the plates and loading vans for outdoor catering
when did he 1st start helping for food?	I can't remember
so he doesn't receive money just food is that correct?	No I don't give him money,sometimes I give him £5 or£10+

**Declaration by Employer**

I confirm that I have understood all the questions and that the details are true and correct.

Signed by [REDACTED]



02-02-2019 16:52:06

**Observations**

Observations



**Illegal Working - Employer****Details**

Type of work	Visit
Visit reference	[REDACTED]
Created by	[REDACTED]
Prontold	[REDACTED] - [REDACTED] - LKA Sri Lanka
Subject CIDPID/CEPR	Unknown
Employer	[REDACTED]
Subject DOB	[REDACTED]
Subject nationality	LKA Sri Lanka
Subject gender	Male
Time	16:55
Created at geolocation	<div>Easting 518038</div> <div>Northing 184940</div>
Creation date	02-02-2019 16:55:17

**Language of Interview**

What language is the interview carried out in?	
Interpreter used?	No

**Employer Details**

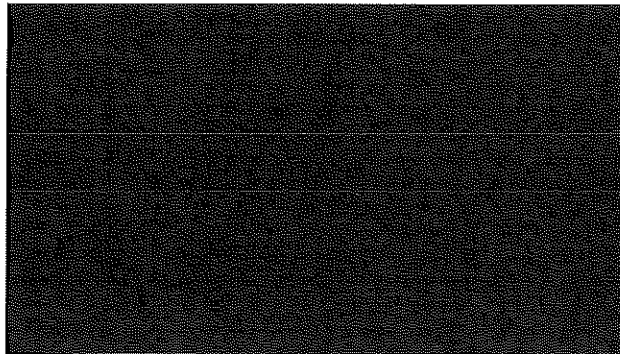
how long has [REDACTED] worked here?	Just 2 3 days she said she had been accepted by immigration and once she gets her biometric card she will bring it with her documents.
who gave her the job here?	Me
what is her role here?	She's a waiter, She's got accepted I know that for a fact.
how much does she get paid?	Nothing she's on trial until she shows me the biometric card.
do you provide her with food and accommodation?	Just food
how did she come about working here?	She came in and asked

**Declaration by Employer**

I confirm that I have understood all the questions and that the details are true and correct.

Signed by

[REDACTED]



02-02-2019 17:02:35

**Observations**

Observations



ENVIRONMENT & NEIGHBOURHOOD  
REGULATORY SERVICES  
BRENT CIVIC CENTRE  
ENGINEERS WAY  
WEMBLEY  
HA9 0FJ

TEL: 020 8937 5359

EMAIL:

environmentandprotection@brent.gov.uk

# London Borough of Brent

## Premises Licence

### PART A

*This Premises Licence was granted by Brent Council, Licensing Authority for the area of the Borough of Brent under the **Licensing Act 2003**.*

*Signed.....*

*Director of Environment and Neighbourhood*

*Date: 1 May 2014*

**Licence number 160630**

**Licence start date: 24/11/2005**

#### Premises Details

**GANA CAFE & RESTAURANT, 24 Ealing Road, Wembley, HA0 4TL**

*Licensable activities and the times authorised by this licence*

#### Supply of alcohol:

Day	Start Time	End Time
Monday	11:00	23:00
Tuesday	11:00	23:00
Wednesday	11:00	23:00
Thursday	11:00	23:00
Friday	11:00	23:00
Saturday	11:00	23:00
Sunday	12:00	22:30

Non standard timings: Good Fridays 12:00hrs to 22:30hrs  
Christmas Day 12:00hrs to 15:00hrs and 19:00hrs to 22:30hrs

Whether alcohol is authorised to be supplied on or off the premises: **On**

<b>The Opening Hours of the Premises:</b>
---

Day	Start Time	End Time
Monday	11:00	23:00
Tuesday	11:00	23:00
Wednesday	11:00	23:00
Thursday	11:00	23:00
Friday	11:00	23:00
Saturday	11:00	23:00
Sunday	11:00	23:00

## Part 2

### Details of Holder of Premises Licence:

Name: Mr. Jesudasan Santhampillai

Address:

### Details of Designated Premises Supervisor:

Name: Jesudasan Santhampillai

Address:

Personal Licence Number:

Issuing authority:

### Annexe 1 - Mandatory Conditions

(a) No supply of alcohol may be made at a time when no designated premises supervisor has been specified in the licence or at a time when the designated premises supervisor does not hold a personal licence or his or her licence has been suspended.

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

(c) All persons present on the premises who are required to carry out a security activity must be licensed by the Security Industry Authority.

(d) The responsible person shall take all reasonable steps to ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.

(e) The responsible person shall ensure that no alcohol is dispensed directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of a disability).

(f) The responsible person shall ensure that free tap water is provided on request to customers where it is reasonably available.

(g) The premises licence holder or club premises certificate holder shall ensure that an age verification policy applies to the premises in relation to the sale or supply of alcohol.

(h) The responsible person shall ensure that-

(i) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures-

- beer or cider: half pint;
- gin, rum, vodka or whisky: 25ml or 35ml; and
- still wine in a glass: 125ml; and

(ii) customers are made aware of the availability of these measures.

### **Embedded Conditions**

Alcohol shall only be sold during the hours specified below:

On weekdays, other than Christmas Day, Good Friday or New Year's Eve, between 10:00 and 23:00 hours.

On Sundays, other than Christmas Day or New Year's Eve, between 12:00 and 22:30 hours.

On Good Friday, between 12:00 and 22:30 hours.

On Christmas Day, from 12:00 to 15:00 and 19:00 to 22:30 hours.

When New Year's Eve is on a weekday, from 10:00 on New Year's Eve until 23:00 hours on New Year's Day, except when New Year's Day is on a Sunday, then the sale of alcohol shall cease at 22:30.

When New Year's Eve is on a Sunday, from 12:00 on New Year's Eve until 23:00 hours on New Year's Day

Alcohol shall only be sold to persons taking table meals in the premises and when ancillary to the meal, during the hours specified below:

On weekdays, other than Christmas Day, Good Friday or new Year's Eve, between 10:00 and 00:00 hours.

On Sundays, Christmas Day and on Good Friday, between 12:00 and 23:30 hours.

When New Year's Eve is on a weekday, from 10:00 on New Year's Eve until 00:00 hours on New Year's Day, except, when New Year's Day is on a Sunday, then the sale of alcohol shall cease at 23:30.

When New Year's Eve is on a Sunday, from 12:00 on New Year's Eve until 00:00 hours on New Year's Day.

<b>Annexe 2 - Conditions Consistent With the Operating Schedule</b>
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None

<b>Annexe 3 - Conditions Attached After a Hearing by the Licensing Authority</b>
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None

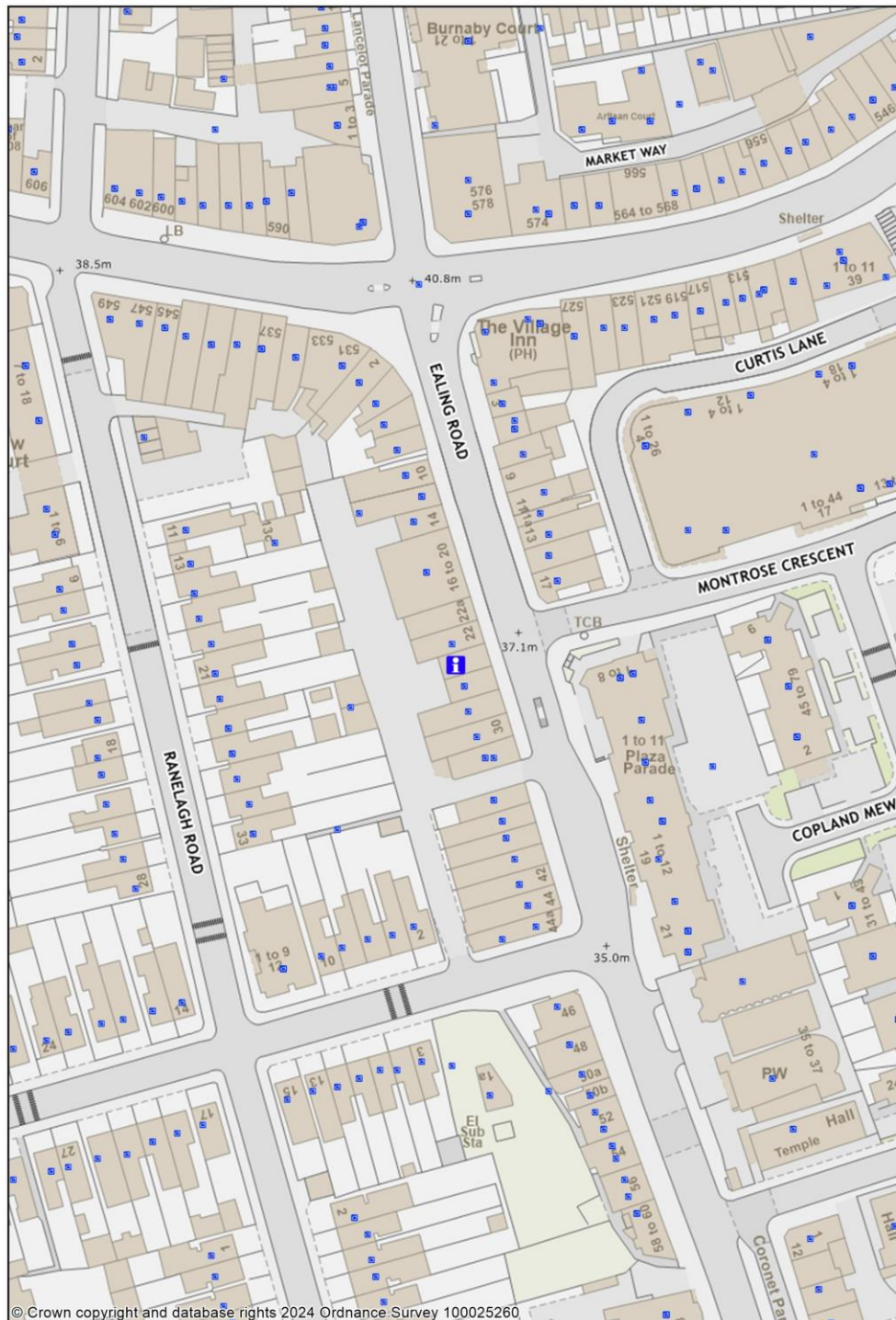
<b>Annexe 4 - Plans</b>
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See attached sheet.

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# Basemap Map



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**IN THE LICENSING SUB-COMMITTEE**

**FOR THE HEARING 9 JULY 2024**

BETWEEN: -

**Re: GANA RESTAURANT LTD**

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**INDEX TO HEARING BUNDLE OF THE PREMISES LICENCE HOLDER**

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9 July 2024

RE: Review of Premises Licence Application

**Councillors of the Sub-Committee of Enfield Council**

Brent Council

Dear Sirs/Madams,

**Re Gana Restaurant, Wembley, HA0 4TL, (Company No: 14922791)**

Please note that we are instructed by the above named in respect of their licensing matter. We note that the Home Office Immigration Enforcement team on behalf of the Secretary of State for the Home Department, as a Responsible Authority, has bought this review.

We wish to assist the Sub-Committee in reviewing the evidence that has been submitted in forms namely being representations that have been submitted by the RA and the Premises Licence Holder. We note that the Sub-Committee would be bound to follow the Licensing Act 2003 and the Licensing Objectives that they would seek to promote.

In this application to determine the application for review of a premises licence, the Sub-Committee will no doubt be advised to have considered of *Section 51* and *Section 52* of the Licensing Act 2003 in respect of evidence as detailed below:

**Application for review of premises licence**

- (1) Where a premises licence has effect, [a responsible authority or any other person] may apply to the relevant licensing authority for a review of the licence.
- (2) Subsection (1) is subject to regulations under section 54 (form etc. of applications etc.).
- (3) The Secretary of State must by regulations under this section—
  - (a) require the applicant to give a notice containing details of the application to the holder of the premises licence and each responsible authority within such period as may be prescribed;
  - (b) require the authority to advertise the application and invite representations about it to be made to the authority by [responsible authorities and other persons] ;
  - (c) prescribe the period during which representations may be made by the holder of the premises licence, any responsible authority or any [other person] ;
  - (d) require any notice under paragraph (a) or advertisement under paragraph (b) to specify that period.
- (4) The relevant licensing authority may, at any time, reject any ground for review specified in an application under this section if it is satisfied—
  - (a) that the ground is not relevant to one or more of the licensing objectives, or
  - (b) in the case of an application made by a person other than a responsible authority, that—
    - (i) the ground is frivolous or vexatious, or

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(ii) the ground is a repetition.

(5) For this purpose a ground for review is a repetition if—

(a) it is identical or substantially similar to—

(i) a ground for review specified in an earlier application for review made in respect of the same premises licence and determined under section 52, or

(ii) representations considered by the relevant licensing authority in accordance with section 18, before it determined the application for the premises licence under that section, or

(iii) representations which would have been so considered but for the fact that they were excluded representations by virtue of section 32, and

(b) a reasonable interval has not elapsed since that earlier application for review or the grant of the licence (as the case may be).

(6) Where the authority rejects a ground for review under subsection (4)(b), it must notify the applicant of its decision and, if the ground was rejected because it was frivolous or vexatious, the authority must notify him of its reasons for making that decision.

(7) The application is to be treated as rejected to the extent that any of the grounds for review are rejected under subsection (4).

Accordingly the requirements imposed under subsection (3)(a) and (b) and by section 52 (so far as not already met) apply only to so much (if any) of the application as has not been rejected.

### **Determination of application for review**

(1) This section applies where—

(a) the relevant licensing authority receives an application made in accordance with section 51,

(b) the applicant has complied with any requirement imposed on him under subsection (3)(a) or (d) of that section, and

(c) the authority has complied with any requirement imposed on it under subsection (3)(b) or (d) of that section.

(2) Before determining the application, the authority must hold a hearing to consider it and any relevant representations.

(3) The authority must, having regard to the application and any relevant representations, take such of the steps mentioned in subsection (4) (if any) as it considers [appropriate] for the promotion of the licensing objectives.

**(4) The steps are—**

**(a) to modify the conditions of the licence;**

**(b) to exclude a licensable activity from the scope of the licence;**

**(c) to remove the designated premises supervisor;**

**(d) to suspend the licence for a period not exceeding three months;**

**(e) to revoke the licence;**

and for this purpose the conditions of the licence are modified if any of them is altered or omitted or any new condition is added.

(5) Subsection (3) is subject to sections [19 to 21] (requirement to include certain conditions in premises licences).

(6) Where the authority takes a step mentioned in subsection (4)(a) or (b), it may provide that the modification or exclusion is to have effect for only such period (not exceeding three months) as it may specify.

(7) In this section “relevant representations” means representations which—

(a) are relevant to one or more of the licensing objectives, and

(b) meet the requirements of subsection (8).

(8) The requirements are—

(a) that the representations are made—

(i) by the holder of the premises licence, a responsible authority or [any other person] , and

- (ii) within the period prescribed under section 51(3)(c),
- (b) that they have not been withdrawn, and
- (c) if they are made by [a person who is not a responsible authority] , that they are not, in the opinion of the relevant licensing authority, frivolous or vexatious.
- (9) Where the relevant licensing authority determines that any representations are frivolous or vexatious, it must notify the person who made them of the reasons for that determination.
- (10) Where a licensing authority determines an application for review under this section it must notify the determination and its reasons for making it to—
  - (a) the holder of the licence,
  - (b) the applicant,
  - (c) any person who made relevant representations, and
  - (d) the chief officer of police for the police area (or each police area) in which the premises are situated.
- (11) A determination under this section does not have effect—
  - (a) until the end of the period given for appealing against the decision, or
  - (b) if the decision is appealed against, until the appeal is disposed of.

*(boldened for emphasis)*

We submit that the evidence submitted on behalf of the Premises Licence Holder is substantive in demonstrating a real and practical change to ensure that the Licensing Objectives are met:

1. The Premises has now been taken over by new operators who have applied to the DPSs. The new operators have significantly overhauled the HR practices of the business and have made the following changes:
  - a. Outsourced its Right to Work, employment and HR checks to a third party; H2R – Ontario Limited.
  - b. Completed up to date Right to Work checks for their employees.
  - c. Formalised all work contracts with the staff.
  - d. Ensured that the Payment for the Home Office was made promptly.

This is all indicative of the correct processes being followed to ensure the Licensing Objectives are met. The business has demonstrated vast strides to overhaul their employer-employee working and to ensure that the change lasts.

We request that the Review of the Premises Application results in no change to the Premises License.

Please do not hesitate to contact us for any further information.

Kind Regards.

**No. 12 Chambers**



# Client Contract Agreement

This Client Contract Agreement ("Agreement") is made and entered into on this July 01, 2024 by and between (14922791) GANA RESTAURANT WEMBLEY LTD ("Client") and (15256506) ONTO LIMITED a provider of the H2R (<https://www.h2r.uk>) | HR and Payroll Management SaaS Platform ("Platform"), with its principal place of business registered at 124-128 CITY ROAD LONDON ENGLAND EC1V 2NX ("Company"). This Agreement outlines the terms and conditions for the use of the Platform provided by the Company to the Client.

## 1. Services Provided

The Company agrees to provide the Client with access to the HR and Payroll Management SaaS Platform, which includes but is not limited to the following features:

- Employee Management
- Time and Attendance Tracking
- Reporting and Analytics
- Event Management
- Project Management
- Asset Management
- Document Management

## 2. User and Employee Data Privacy

**2.1 Data Sharing:** The Company commits to not sharing user or employee data with any third parties, except as explicitly provided herein. The only exception is when the user voluntarily shares their information using the application link provided by the Platform.

**2.2 Document Storage:** User, employee and employer documents may be saved externally over a third-party hosting service provider. However, the Company assures that, aside from this storage arrangement, employee documents will not be shared with any third parties.

**2.3 Demographic Information:** The Company retains the right to share user demographic information with third parties. This information is limited to non-personally identifiable data that does not compromise user privacy.

### 3. Client Responsibilities

**3.1 User Compliance:** The Client is responsible for ensuring that all users comply with the terms and conditions of this Agreement and the Platform's usage policies.

**3.2 Data Accuracy:** The Client agrees to provide accurate and up-to-date information for all users and employees. The Client is solely responsible for the integrity and accuracy of the data entered into the Platform.

**3.3 Security Measures:** The Client agrees to implement appropriate security measures to protect access to the Platform, including safeguarding login credentials and maintaining up-to-date security protocols on all devices accessing the Platform.

**3.4 Misuse of the Platform:** Any misuse of the Platform by the Client or its users, including but not limited to unauthorized access, data breaches or violation of applicable laws and regulations, may lead to immediate termination of this Agreement by the Company.

### 4. Payment and Fees

**4.1 Subscription Fees:** The Client agrees to pay the subscription fees as outlined in the pricing schedule provided by the Company. Fees are payable in advance and are non-refundable except as provided in Section 5. Access to the Platform will be limited based on the subscription tier chosen by the Client.

**4.2 Late Payments:** Any late payments may result in suspension of access to the Platform until the outstanding balance is paid in full.

**4.3 Modification of Subscription Details:** The Company reserves the right to modify the subscription details, including pricing and features at any time. Any changes will take effect from the end of the current subscription period.

### 5. Term and Termination

**5.1 Term:** This Agreement shall commence on the Effective Date and shall continue for a period of one year (30-06-2025), unless terminated earlier in accordance with this Agreement.

**5.2 Termination for Convenience:** Either party may terminate this Agreement for any reason upon 30 days' written notice to the other party.

**5.3 Termination for Cause:** Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days' written notice.



**5.4 Effect of Termination:** Upon termination of this Agreement, the Client's access to the Platform will be revoked. The Company will provide the Client with a reasonable opportunity to retrieve any data stored on the Platform.

## **6. Confidentiality**

**6.1 Confidential Information:** Both parties agree to keep confidential all non-public information disclosed by the other party, whether such information is marked as confidential or not.

**6.2 Exceptions:** Confidential Information does not include information that is publicly known, already known to the receiving party, independently developed by the receiving party or lawfully disclosed to the receiving party by a third party.

## **7. Limitation of Liability**

In no event shall either party be liable for any indirect, incidental, special or consequential damages, including loss of profits, revenue, data or use, incurred by the other party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages.

## **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this Agreement shall be resolved in the courts of England and Wales.

## **9. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

## **10. Amendments**

No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

## 11. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 12. Technical Issues and Downtime

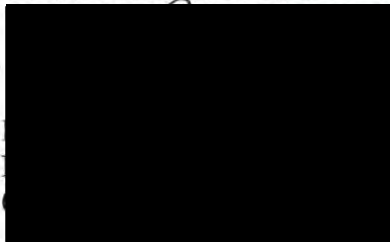
The Company will make commercially reasonable efforts to ensure the Platform is available and functioning properly. In the event of technical issues or site downtime, the Company will work diligently to resolve the issues within 3-5 working days. However, the Company does not guarantee uninterrupted service and will not be liable for any damages arising from any interruption or downtime.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

### ONTO LIMITED



### GANA RESTAURANT WEMBLEY LTD



**Confidentiality Disclaimer:** This document contains confidential information intended solely for the use of the individual or entity to whom it is addressed. Unauthorized disclosure, copying, distribution or use of this information is strictly prohibited. If you are not the intended recipient, please notify the sender immediately and delete this document from your system. The information contained herein is proprietary to ONTO LIMITED and is protected by applicable laws.

**DATED 25/06/2024**

(1)

[REDACTED]

-and-

(2)

[REDACTED]

---

**SHARE SALE AND PURCHASE AGREEMENT**

-relating to-

GANA RESTAURANT WEMBLEY LTD  
Company number 14922791

---

**THIS AGREEMENT** is made on 25.06.2024

- (1) THE INDIVIDUALS whose names and addresses are set out in column 1 of Schedule 1 of this Agreement (each a “Seller” and collectively “the Sellers”); and
- (2) (2) GANA RESTAURANT WEMBLEY LTD, a company registered in England under number 14922791.

**IT IS AGREED AS FOLLOWS:**

**1. INTERPRETATION**

In this Agreement:

1.1 The following words and expressions shall have the meanings set out below:

**“the Accounts”**

the audited accounts of the Company comprising an audited balance sheet as at the Accounts Date and audited profit and loss account for the financial period ended on the Accounts Date together with the reports of the directors and auditors, any cash flow statements and all notes relating to such Accounts;

**“the Act”**

the Companies Act 2006;

**“Business Day”**

any day (other than Saturday) on which clearing banks are open for normal banking business in London;

**“Completion”**

completion of the sale and purchase of the Shares in accordance with the terms of this Agreement;

**“Completion Date”**

the date of this Agreement;

**“Confidential Information”**

all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software and other information whatsoever and in whatever form or medium and whether disclosed orally or in writing, together with all reproductions in whatsoever form or medium and any part or parts of it;

**“the Disclosure Letter”**

the letter from the Sellers' Solicitors to the Buyer with the same date as this Agreement;

**“the Disclosed Schemes”**

the Life Assurance Scheme, the Pension Scheme(s), the Personal Pension Scheme(s) and the Stakeholder Scheme;

**“Encumbrance”**

any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement, whether monetary or not;

**“Intellectual Property”**

- (a) patents, trade marks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions;
- (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);
- (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and
- (d) the right to sue for past infringements of any of the foregoing rights;

**“Intellectual Property Rights”**

all Intellectual Property owned, used or required to be used by the Company;

**“Intellectual Property Agreements”**

means agreements or arrangements relating (wholly or partly) to Intellectual Property or to the disclosure, use, assignment or patenting of any invention, discovery, improvement, process, formulae or other know-how;

**“Notice”**

includes any notice, demand, consent or other communication;

**“Pension Scheme(s)”**

means Nest pension scheme;

**“Proportions”**

that part of the purchase price due for the Shares to which each Seller is entitled respectively, details of which are set out in column 3 of Schedule 1;

**“Release”**

any release, waiver or compromise or any other arrangement of any kind having similar or analogous effect;

**“Relevant Business”**

means any business which consists of or includes to a material extent

**“the Shares”**

all the shares in the capital of the Company;

**[“the Tax Covenant”**

the obligations on the part of the Sellers set out in Schedule 3;]

**[“Tax”**

as defined in Schedule 3;]

**[“the Tax Warranties”**

the warranties set out in Schedule 3;]

**“the Warranties”**

the warranties set out in Schedule 4 [and the Tax Warranties] and the word “Warranty” followed by a number shall be deemed to be a reference to the paragraph of Schedule 4 with that number;

- 1.2 Unless the context otherwise expressly requires, words and expressions which are otherwise defined in the Act shall have the same meaning when used in this Agreement, but “company” shall mean and include both “company” and “body corporate”, as in each case defined in the Act.
- 1.3 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force at the date of this Agreement, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts and subordinate legislation for the time being in force made under it provided that it would not impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.4 The schedules form part of this Agreement.

- 1.5 A reference to any gender shall include the other and neuter gender and a reference to a “person” includes a reference to any corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 The singular includes the plural and vice versa.
- 1.7 A document referred to as being in “the Agreed Terms” shall be in the form of that document signed or initialled for identification by or on behalf of the parties.
- 1.8 A person shall be deemed to be connected with another if that person is connected with such other within the meaning of section 839 of Income & Corporation Taxes Act 1988.
- 1.9 References to “indemnify” and “indemnifying” any person against any circumstance include indemnifying and keeping him indemnified from and against all liabilities, losses, claims, demands, damages, costs, expenses and interest which he may suffer or incur in connection with or arising out of that circumstance.
- 1.10 The headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.11 The Buyer enters into this Agreement, so far as may be necessary for the enforcement of any provision for the benefit of the Company, as trustee for and on behalf of the Company.
- 1.12 All warranties, undertakings, guarantees, indemnities, covenants, agreements and obligations given or entered into by or on behalf of more than one person in this Agreement are, unless otherwise expressly stated, given or entered into jointly and severally.

## **2. AGREEMENT FOR SALE AND PURCHASE**

- 2.1 On the terms of this Agreement, each of the Sellers shall sell and the Buyer shall buy, with effect from Completion, the Shares with full title guarantee, free from any Encumbrance and together with all rights that attach (or may in the future attach) to them including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the date of this Agreement.
- 2.2 The Buyer shall not be obliged to complete the purchase of any of the Shares unless the purchase of all the Shares is completed simultaneously.
- 2.3 Each of the Sellers hereby waives any pre-emption rights they may have in relation to any of the Shares.

## **3. CONSIDERATION**

The purchase price payable to the Sellers for the Shares shall be as set out in Schedule 7.

## **4. COMPLETION**

- 4.1 Completion shall take place on the Completion Date at such location agreed between the parties.
- 4.2 On Completion the Sellers shall fulfil the obligations set out at Schedule 6.

- 4.3 On Completion, and on the condition that the Sellers have complied with their obligations under clause 4.2, the Buyer shall:
- 4.3.1 make the payments required to be made on Completion in accordance with clause 3; and
- 4.3.2 acknowledge receipt of the Disclosure Letter.
- 4.4 If any of the preceding provisions of this clause 4 are not complied with on the Completion Date, then (without prejudice to any and all rights of action it may have pursuant to the terms of this Agreement or otherwise) the party not in default may rescind this Agreement by notice in writing to the other.

## **5. WARRANTIES [AND TAX COVENANT]**

- 5.1 The Sellers jointly and severally warrant to the Buyer that each of the Warranties is true and accurate in all respects and not misleading at the date of this Agreement.
- 5.2 [The Sellers jointly and severally undertake with the Buyer in the terms of the Tax Covenant.]
- 5.3 Any Warranty qualified by the expression "to the best of the Sellers' knowledge and belief" or "so far as the Sellers are aware" or any similar expression shall be deemed to include knowledge, information and belief which the Sellers have or which the Sellers would have had if it had made all reasonable enquiries and includes the knowledge, information and belief of any person of whom it would be reasonable to make such enquiry or of whom it is stated that such enquiry has been made.
- 5.4 The rights and remedies of the Buyer in respect of the Warranties [and the Tax Covenant] shall not be affected by Completion or by any act or omission of the Buyer.
- 5.5 Each Warranty is a separate warranty and shall not be limited or restricted by reference to or inference from any other Warranty.
- 5.6 The Sellers shall indemnify the Buyer against any costs (including without limitation legal costs on a full indemnity basis) and expenses which it may incur, either before or after the instigation of any legal proceedings, in connection with any legal proceedings for breach of any of the Warranties [or pursuant to the Tax Covenant] in which judgment is given to the Buyer and the enforcement of any such judgment.
- 5.7 Any payment by the Sellers for breach of any of the Warranties [or under the Tax Covenant] shall constitute pound for pound a repayment of and reduction in the consideration for the Shares.
- 5.8 The Buyer shall as soon as reasonably practicable notify the Sellers in writing of any claim made against it by a third party which may give rise to a claim for breach of Warranty [(other than a claim relating to Tax)] but any failure to give such notice shall not affect the rights of the Buyer.
- 5.9 The Sellers shall notify the Buyer immediately it becomes aware of any fact or circumstance which constitutes or which may constitute a breach of the Warranties.



## **6. LIMITATIONS ON CLAIMS**

- 6.1 No claim in respect of any breach of any of the Warranties (other than the Warranty in paragraph 1 of Schedule 4) [or pursuant to the Tax Covenant] shall be made (except in any case of fraud, dishonesty or wilful non-disclosure) unless notice thereof has been given by or on behalf of the Buyer:
  - 6.1.1 in respect of any breach of any of the Warranties [other than the Tax Warranties], before the expiry of the period 5 years following Completion[; or
  - 6.1.2 pursuant to the Tax Covenant or in respect of any breach of any of the Tax Warranties, before the expiry of the period of six months following the end of the accounting reference period of the Company in which the seventh anniversary of Completion falls.]
- 6.2 Except in any case of fraud, dishonesty or willful non-disclosure:
  - 6.2.1 the Sellers' liability in respect of any claim by the Buyer under any of the Warranties (except for claims in respect of any breaches of the Warranties in paragraph 1 of Schedule 4 [or of the Tax Covenant]) when aggregated together shall not exceed the consideration received by the Sellers under clause 3;
  - 6.2.2 the Sellers shall have no liability in respect of any claim by the Buyer under the Warranties unless such claim:
    - 6.2.2.1 equals or exceeds, £15,000 pounds); and
    - 6.2.2.2 would, when aggregated with all other such claims against the Sellers of, £15000 pounds) or more equal or exceed, £15,000 in which case the whole amount (and not just the amount by which the limit in this clause 6.2.2.2 is exceeded) is recoverable by the Buyer;
  - 6.2.3 and for the purposes of this clause 6.2 all claims arising out of the same subject-matter shall be treated as one single claim rather than as individual claims.
- 6.3 The Sellers shall not if any claim is made against them by the Buyer under the terms of this Agreement, make any claim against the Company or any director or any employee of the Company on which or on whom it may have relied before agreeing to any term of this Agreement or authorising any statement in the Disclosure Letter.
- 6.4 [The Sellers shall not be liable in respect of any breach of the Warranties if and to the extent that the losses occasioned thereby have been recovered under the Tax Covenant (and vice versa).]
- 6.5 [The Sellers shall not plead the Limitation Act 1980 in respect of any claims made under the Tax Warranties or Tax Covenant up to seven years after the Completion Date.]

## **7. CONFIDENTIAL INFORMATION**

- 7.1 Each of the Sellers shall keep and procure to be kept secret and confidential all Confidential Information which relates to the Company or its business or is used in its business and shall not use or disclose to any person any such Confidential Information.

- 7.2 The obligations of confidentiality in this clause shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement or which any of the Sellers receive from a third party independently entitled to disclose it or which any of the Sellers are required by law or regulatory authority to disclose.

## **8. NON-COMPETITION**

- 8.1 Each of the Sellers covenant with the Buyer that he/she will not directly or indirectly and whether alone or in conjunction with, or on behalf of or by way of assistance to, any other person:
- 8.1.1 at any time during the period of 6 months beginning with Completion, deal with any person who is at Completion, or who has been at any time during the period of 12 months immediately preceding that date, a client or customer of the Company; or
  - 8.1.2 at any time during the period of 6 months beginning with Completion, canvass, solicit or otherwise seek the custom of any person who is at Completion, or who has been at any time during the period of 12 months immediately preceding that date, a client or customer of the Company; or
  - 8.1.3 at any time during the period of 6 months beginning with Completion, solicit or entice away from the Company any supplier to the Company who had supplied goods and/or services to the Company or any of the Subsidiaries at any time during the 12 months immediately preceding Completion, if that solicitation or enticement causes or would cause such supplier to cease supplying, or materially reduce its supply of, those goods and/or services to the Company; or
- 8.2 The Sellers undertake that they shall not at any time after Completion, use in connection with any trade or business any trade or service mark, business or domain name, design or logo or e-mail address used by the Company which is, in the reasonable opinion of the Buyer, capable of confusion with such words, mark, name, design or logo or e-mail address.
- 8.3 Each of the undertakings in clause 8.1 and 8.2 is:
- 8.3.1 considered by the parties to be reasonable;
  - 8.3.2 a separate undertaking by each of the Sellers and is enforceable by the Buyer (on behalf of itself and of the Company) separately and independently of its right to enforce any one or more of the restrictions in clause 8.1 and 8.2; and
  - 8.3.3 given for the purpose of assuring to the Buyer the full benefit of the business and goodwill of the Company and in consideration of the agreement of the Buyer to acquire the Shares on the terms of this Agreement.
- 8.4 Accordingly, if any restriction is found to be unenforceable, but would be valid if any part of it were deleted or the period or area of application reduced, the restriction shall apply with such modifications as may be necessary to make it valid and enforceable.
- 8.5 Nothing in the undertakings set out in clause 8.1 and 8.2 shall be deemed to prohibit any action in respect of any business or part of any business in which (otherwise than as a result of any breach of any of those undertakings by the

Sellers) the Company and the Buyer and every other subsidiary of the Buyer have ceased to be involved prior to any event giving rise to a claim, or which would but for this clause 8.4 give rise to a claim, under this clause 8.

## **9. [GUARANTEES**

The Buyer undertakes with the Sellers after Completion to use reasonable endeavours (short of actual payment of any money and the substitution of the guarantee of any person other than the Buyer) to procure the release of the Sellers at the date of this Agreement from liability under any and all outstanding guarantees given by the Sellers at the date of this Agreement and listed below in respect of monies borrowed and obligations undertaken by the Company and to indemnify each of the Sellers against any such liability arising after Completion

## **10. INDEMNITIES**

The Sellers shall indemnify the Buyer [and/or the Company] against and shall pay to the Buyer a sum equal to all liabilities suffered or incurred by the Company as a result of or in connection with:-

- 10.1 any breach, whether before or after Completion, of any covenant or any other term contained or implied in any lease of property assigned by the Company before Completion to any third party;
- 10.2 any defect or alleged defect in any goods produced or sold by the Company prior to Completion;
- 10.3 any industrial or other work-related illness or injury suffered by any employee or former employee of the Company in respect of or in relation to any period ending on or before Completion[; or]

## **11. PUBLICITY**

- 11.1 The parties shall forthwith upon Completion make or procure to be made [a press announcement and] announcements to the employees of the Company and to the customers and suppliers of the Company in the Agreed Terms.
- 11.2 Each of the parties shall both before and after Completion, but subject to clause 11.1, keep the contents of this Agreement strictly private and confidential and shall not without the prior written consent of the other disclose any or all of them to any person or make any other announcement relating to the transactions hereby agreed upon except to the extent required by law and except that the Buyer and the Sellers shall be entitled to make references to the transactions hereby agreed upon in their respective future annual reports and financial statements.

## **12. PENSION SCHEME**

Schedule 5 shall apply in relation to the Pension Scheme.

## **13. THIRD PARTY RIGHTS**

- 13.1 For the avoidance of doubt [and save as expressly provided in nothing in this Agreement shall confer on any third party the right to enforce any provisions of this Agreement.
- 13.2 Notwithstanding that any provision of this Agreement may be enforceable by any third party this Agreement and its provisions may be amended, waived, modified, rescinded or terminated by the parties to this Agreement without the consent or approval of any third party.

## **14. ASSIGNMENT**

- 14.1 Except as provided otherwise in this Agreement, no party may assign, or grant any Encumbrance or security interest over, any of its rights under this Agreement or any document referred to in it.
- 14.2 Each party that has rights under this Agreement is acting on its own behalf.
- 14.3 The Buyer may assign its rights under this Agreement (or any document referred to in this Agreement) to a wholly owned subsidiary or a holding company of which it is a wholly owned subsidiary, or a fellow wholly owned subsidiary of the same holding company of which it is wholly owned subsidiary providing that any assignee is bound to the Sellers on the same terms mutatis mutandis to this Agreement.
- 14.4 If there is an assignment:
  - 14.4.1 the Sellers may discharge their obligations under this Agreement to the assignor until it receives notice of the assignment; and
  - 14.4.2 the assignee may enforce this Agreement as if it were a party to it, but the Buyer shall remain liable for any obligations under this Agreement.

## **15. WHOLE AGREEMENT**

This Agreement together with all documents entered into or to be entered into pursuant to its provisions constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings and discussions between the parties, save to the extent that they arise out of the fraud or fraudulent misrepresentation of any party.

## **16. VARIATION AND WAIVER**

- 16.1 Any variation of this Agreement shall be in writing and signed by or on behalf of the parties.
- 16.2 Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the

circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.

- 16.3 A party that waives a right in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 16.4 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.
- 16.5 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.
- 16.6 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

## **17. PROVISIONS SURVIVING COMPLETION**

Insofar as the provisions of this Agreement shall not have been performed at Completion, they shall remain in full force and effect notwithstanding Completion.

## **18. FURTHER ASSURANCE**

The Sellers shall (at their reasonable expense) promptly execute and deliver all such documents, and do all such things, as the Buyer may from time to time reasonably require for the purpose of giving full effect to the provisions of this Agreement.

## **19. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

## **20. COSTS**

Each party shall, except where otherwise stated, pay its own costs of and incidental to this Agreement and its subject matter except that, if the Buyer shall lawfully exercise any right hereby conferred to rescind this Agreement, the Sellers shall indemnify the Buyer against all expenses and costs incurred by it in connection with this Agreement and its subject matter.

## **21. SEVERANCE**

The provisions of this Agreement are severable and distinct from one another, and, if at any time any of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the others shall not in any way be affected or impaired thereby.

## **22. NOTICES**

- 22.1 Any Notice relating to this Agreement shall be in writing delivered personally or sent by pre-paid first class post or electronic means to the address of the party to be served given herein or such other address as may be notified for this purpose (or, by way of service upon all of the Sellers, to the Sellers' Solicitors).
- 22.2 Any such Notice shall, if sent by post, be deemed to have been served 24 hours after despatch and, if delivered by hand or sent by electronic means, be deemed to have been served at the time of such delivery or transmission.
- If, however, in the case of delivery by post a period of 24 hours after despatch would expire on, or if, in the case of delivery by hand or electronic means, such delivery or transmission occurs on, a day which is not a Business Day or after 4.00 p.m. on a Business Day, then service shall be deemed to occur on the next following Business Day.
- 22.3 In proving service it shall be sufficient to prove, in the case of a letter, that such letter was properly stamped, addressed and placed in the post and, in the case of a transmission by electronic means, it shall be sufficient to produce a fax transmission report showing that transmission was duly and fully made to the correct number or an email delivery receipt.
- 22.4 Any notice relating to this Agreement and served as provided in this clause 23 on any of the Sellers shall be deemed to have been given to each of the Sellers.
- 22.5 Any such notice shall be deemed to have been given to the personal representatives of a deceased Seller, notwithstanding that no grant of representation has been made in respect of his or her estate, if the Notice is given to the Sellers' Solicitors in accordance with clause 22.1, to the deceased Seller by name or to his or her personal representatives by title at the relevant Seller's address given herein or at such other address as may have been notified by them in writing to the sender as being their address for service.
- 22.6 Each of the Sellers irrevocably and unconditionally appoints the Sellers' Solicitors as his agent for the service of any Notice or proceedings arising out of or in connection with this Agreement and the transactions hereby agreed upon.

## **23. PROPER LAW AND JURISDICTION**

This Agreement and any disputes or claims arising out of or in connection with its subject matter (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

**SIGNED** by or on behalf of the parties the day and year first before written

**SCHEDULE 1**

*The Sellers*

Name and Address of Seller	Shares held	Amount (£)
████████████████████ ██████ ████████████████████ ████████████████	100	1000

## **SCHEDULE 2**

### **The Warranties**

#### **1. THE COMPANY AND THE SELLERS**

- 1.1 Each of the Sellers has full power to enter into and perform the provisions of this Agreement, which constitutes a binding agreement on the Sellers in accordance with its terms.
- 1.2 Each of the Sellers is the beneficial owner of the number of Shares set opposite his/her name in Schedule 1 and has the right to dispose of them to the Buyer or as it directs free from any Encumbrance and together with all rights now or hereafter attaching to them.
- 1.3 No indebtedness is outstanding and there are no contracts, arrangements or liabilities (actual or contingent) remaining in whole or in part to be performed between the Company and any director of the Company or any person who is an associate of or connected with any of them.

#### **2. THE COMPANY'S SCHEDULED PARTICULARS AND CONSTITUTIONAL AND ADMINISTRATIVE AFFAIRS**

- 2.1 The particulars of the Company set out in schedule 2 are true, complete and accurate and its issued share capital is fully paid.
- 2.2 No person has the right (whether exercisable now or in the future and whether or not contingent) to call for the allotment, issue or transfer of any share or loan capital of the Company under any option or other agreement (including without limitation conversion rights and rights of pre-emption).

#### **3. STATUTORY AND OTHER BOOKS AND RECORDS**

- 3.1 All registers, accounts, books, ledgers, financial and other records of the Company are in the possession of the Company and contain true and accurate records of all matters required by law to be entered therein and no notice or allegation that any of them is incorrect or should be rectified has been received by the Company or the Sellers.
- 3.2 The Company's accounting records comply with the requirements of the Act.
- 3.3 All returns and other documents required to be filed with the Registrar of Companies, or with any other authority, in respect of the Company have been duly filed and were correct when filed.

#### **4. INSURANCES**

- 4.1 The Company maintains, and at all material times has maintained, adequate insurance cover against occupier's liability, professional negligence, product liability, accident, damage, injury, third party loss (including product liability), loss of profit and other risks normally covered and all Assets have been covered for their full re-instatement value.



- 4.2 The Disclosure Letter sets out full details of all policies of insurance maintained by or on behalf of the Company, all of which are in full force and effect.
- 4.3 There are no material outstanding claims under, or in respect of the validity of, any of those policies and so far as the Sellers are aware, there are no circumstances likely to give rise to any claim under any of those policies.
- 4.4 All the insurance policies are in full force and effect, are not void or voidable, nothing has been done or not done which could make any of them void or voidable and Completion will not terminate, or entitle any insurer to terminate, any such policy.

## **5. COMPLIANCE WITH LAWS**

- 5.1 The Company has conducted and is conducting its business in accordance with all applicable laws and regulations of any relevant jurisdiction and neither the Company nor any of its officers, agents or employees have committed, or omitted to do, any act or thing capable of giving rise to any fine, penalty, default proceedings or other liability on the part of the Company.
- 5.2 The Company has not been party to any undertaking or assurance given to any court or governmental agency which is still in force.

## **6. LICENCES**

- 6.1 The Company has obtained all licences, consents, permits and authorities of a statutory or regulatory nature necessary or expedient to enable it to carry on its business effectively in the places and in the manner in which it is now carried on.
- 6.2 All such licences, consents, permits and authorities are valid and subsisting, and none of the Sellers know of no reason why any of them should be suspended, cancelled or revoked or not renewed on the same terms.

## **7. LITIGATION**

- 7.1 The Company is not engaged in any dispute with any customer or supplier or in any litigation or other proceedings.
- 7.2 So far as the Sellers are aware:
  - 7.2.1 no litigation or other proceedings are pending or threatened by or against the Company; and
  - 7.2.2 there are no circumstances likely to give rise to any litigation or other proceedings.

## **8. INSOLVENCY**

- 8.1 The Company is not insolvent or unable to pay its debts within the meaning of the Insolvency Act 1986 or any other insolvency legislation applicable to the company concerned; and has not stopped paying its debts as they fall due.
- 8.2 No step has been taken to initiate any process by or under which:

- 8.2.1 the ability of the creditors of the Company to take any action to enforce their debts is suspended, restricted or prevented; or
- 8.2.2 some or all of the creditors of the Company accept, by Agreement or in pursuance of a court order, an amount less than the respective sums owing to them in satisfaction of those sums with a view to preventing the dissolution of the Company; or
- 8.2.3 a person is appointed to manage the affairs, business and assets of the Company on behalf of the Company's creditors; or
- 8.2.4 the holder of a charge over the Company's assets is appointed to control the business and assets of the Company.
- 8.3 In relation to the Company:
  - 8.3.1 no administrator has been appointed;
  - 8.3.2 no documents have been filed with the court for the appointment of an administrator; and
  - 8.3.3 no notice of intention to appoint an administrator has been given by the relevant company, its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986).
- 8.4 No process has been initiated which could lead to the Company being dissolved and its assets being distributed among the Company's creditors, shareholders or other contributors.
- 8.5 No distress, execution or other process has been levied on an asset of the Company.

## **9. POLLUTION OF THE ENVIRONMENT**

- 9.1 [No hazardous substances have been used or stored or otherwise handled by the Company.] [The Company has at all times held all licences, consents, permits and authorities necessary to enable it to use, store or otherwise handle or dispose of any hazardous substances used, stored, otherwise handled or disposed of by it.]
- 9.2 There has been no pollution of the environment by the Company, the Company has no responsibility or liability for any pollution of the environment by any third party and there has been no act or omission by the Company which could give rise to any pollution of the environment.

For the purpose of this paragraph 9.2, the expressions "pollution of the environment" and "process" shall have the same meanings as in section 1 of the Environmental Protection Act 1990.

## **10. THE ACCOUNTS**

- 10.1 The Accounts:
  - 10.1.1 have been prepared in accordance with the requirements of the Act and all other applicable statutes and regulations and in accordance with generally accepted accounting practices;
  - 10.1.2 have been prepared on bases and principles and using methods which are consistent with those used in the preparation of the audited accounts

- of the Company for any accounting period falling wholly or partly within the period of six years ended on the Accounts Date; and
  - 10.1.3 show a true and fair view of the state of affairs of the as at the Accounts Date and of the profit or loss of the Company for the accounting period ended on that date.
- 10.2 The Accounts:
  - 10.2.1 make proper and adequate provision or reserve for all bad and doubtful debts, for depreciation on fixed assets and for liabilities (including contingent liabilities) and Tax (including deferred Tax);
  - 10.2.2 do not overstate the value of current or fixed assets; and
  - 10.2.3 do not understate any liabilities (whether actual or contingent).
- 10.3 The Accounts are not affected by any unusual or non-recurring items or any other factor that would make the financial position and results shown by the Accounts unusual or misleading in any material respect.
- 10.4 [Since the Accounts Date:
  - 10.4.1 the Company has carried on its business in the ordinary and usual course and without any interruption or alteration in the nature, scope or manner thereof;
  - 10.4.2 the Company has not acquired or disposed of any asset, assumed any liability, made any payment or entered into any other transaction which was not in the ordinary course of its business and for full value; and
  - 10.4.3 there has been no deterioration in the financial position or prospects of the Company.]
- 10.5 [The Management Accounts have been prepared using the same accounting principles, policies and bases as used in the Accounts (consistently applied) and fairly reflect the trading position of the Company as at the date and for the period to which they relate.]

## **11. FINANCE OF THE COMPANY**

- 11.1 Full and accurate details of all overdrafts, loans or other financial facilities outstanding or available to the Company are contained in the Disclosure Letter (and true and complete copies of all documents relating thereto are attached to the Disclosure Letter), and none of the Sellers nor the Company has done anything whereby the continuance of any such facilities in full force and effect might be affected or prejudiced.
- 11.2 A statement of all the bank accounts of the Company and of the credit or debit balances on such accounts as at a date not more than two days before the date of this Agreement and a reconciliation of such credit or debit balances to the books and records of the Company as at the date of this Agreement are attached to the Disclosure Letter and are true, complete and accurate. Since the date to which such statement is drawn up there have been no payments out of, and no instructions given for any payments out of, and no cheques drawn against, any such accounts, except for routine payments out of current account in the ordinary course of business.

## **12. THE ASSETS OF THE COMPANY**

- 12.1 The Company owns free from any Encumbrance all assets used by it.
- 12.2 The Company has possession of all such assets.
- 12.3 The amounts due from debtors are recoverable in full in the ordinary course of business and in any event not later than 90 days following the date of this Agreement, and none of these debts is subject to any counterclaim or set-off.

## **13. INTELLECTUAL PROPERTY**

- 13.1 The Company:
  - 13.1.1 is the sole and beneficial owner and (where it is capable of registration) the registered proprietor of the Intellectual Property used by it, all of which is valid and in full force and effect;
  - 13.1.2 has not entered into any Intellectual Property Agreements other than any listed in the Disclosure Letter or authorised any person to make any use of or to do anything which would or might otherwise infringe any Intellectual Property Rights.
- 13.2 The Company owns the copyright or design right (whether registered or unregistered) in the designs of all its products and is the proprietor of any registrations or applications to register any such designs.
  - 13.2.1 None of the processes or products of the Company (so far as the Sellers are aware) infringes any Intellectual Property of any other person.
  - 13.2.2 None of the Intellectual Property Rights are being used by, or are being or have been claimed, disputed, opposed or attacked by any other person.

## **14. PLANT**

Each item of the plant and machinery and all vehicles and office and other equipment used in connection with the business of the Company is in good repair and condition (subject to fair wear and tear) and in satisfactory working order.

## **15. COMPUTER SYSTEMS**

- 15.1 The Hardware has been satisfactorily maintained and supported and has the benefit of an appropriate maintenance and support agreement which is not capable of being terminated by the contractor by less than 12 months' notice.
- 15.2 Where any of the records of the Company are stored electronically, the Company is the owner of all hardware and software licences necessary to enable it to keep, copy, maintain and use such records in the course of its business and does not share any hardware or software relating to the records with any person.
- 15.3 In this paragraph 15:-
  - 15.3.1 "Hardware" means any computer equipment used by or for the benefit of the Company at any time but excluding all Software;

15.3.2 “Software” means any set of instructions for execution by microprocessor used by or for the benefit of the Company at any time, irrespective of application, language or medium.

## **16. THE CONTRACTS OF THE COMPANY**

- 16.1 The Company is not a party to or subject to any agreement, transaction, obligation, commitment, understanding, arrangement or liability which:
  - 16.1.1 involves or is likely to involve obligations, restrictions, expenditure or revenue of a long term, unusual, onerous or exceptional nature; or
  - 16.1.2 is in any way otherwise than in the ordinary and proper course of the business of the Company and on arm’s length terms.
- 16.2 There is not outstanding, and there has not at any time during the last three years been outstanding, any agreement or arrangement between the Company and any person which is not entirely of an arm’s length nature.
- 16.3 The Sellers are not aware of any reason to indicate that any of the existing customers of or suppliers to the Company are likely materially to reduce the volume of their purchases from, or supplies to, the Company in the future by comparison with the value of their purchases from, or supplies to, the Company during the period of 9 months prior to the date of this Agreement.

## **17. EMPLOYMENT**

- 17.1 There is no employment or other contract or engagement between the Company and any of its directors or other officers, other than those copies of which are annexed to the Company Disclosure Letter.
- 17.2 There is no employment contract between the Company and any of its employees which cannot be terminated by the Company by three months’ notice or less without giving rise to a claim for damages or compensation (other than a statutory redundancy payment or statutory compensation for unfair dismissal).
- 17.3 The Disclosure Letter contains details of the name, date of start of employment, period of continuous employment, salary and other benefits, grade and age of each employee of the Company and the terms of the contract of employment of each such employee.
- 17.4 The Company is not obliged to increase, nor has it made provision to increase the rate of remuneration of a director, other officer or employee.
- 17.5 Except as disclosed in the Accounts, the Company has not:
  - 17.5.1 incurred a liability for breach or termination of an employment contract including, without limitation, a redundancy payment, protective award and compensation for wrongful dismissal, unfair dismissal and failure to comply with an order for the reinstatement or re-engagement of an employee;
  - 17.5.2 incurred a liability for breach or termination of a consultancy agreement;
- 17.6 The Company has complied with each obligation imposed on it by, and each order and award made under, statute, regulation, code of conduct and practice, collective agreement, custom and practice relevant to the relations between it and its employees or a trade union or the terms of employment of its employees.

- 17.7 Within the year ending on the date of this Agreement the Company has not given notice of redundancies to the relevant Secretary of State or started consultations with appropriate representatives under Chapter II of Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 or failed to comply with its obligations under Chapter II of Part IV of that Act.
- 17.8 The Company has no agreement or arrangement (whether under the Information and Consultation of Employees Regulations 2004 or otherwise) with and does not recognise a trade union, works council, staff association or other body representing any of its employees and the Company has not received any notice or request nor are there any negotiations which may lead to any such agreement or arrangement).
- 17.9 The Company does not have and is not proposing to introduce a share incentive, share option, profit sharing, bonus or other incentive scheme for any of its directors, other officers or employees.

## **18. PENSIONS**

- 18.1 The Disclosed Schemes are the only arrangements under which the Company has or could have any liability to provide or contribute towards relevant benefits as defined in Chapter 2 of Part 6 of the Income Tax (Earnings & Pensions) Act 2003.
- 18.2 The Sellers have supplied to the Buyer documents containing full, accurate and up to date details of each of the Disclosed Schemes and of the Company's obligations and liabilities under it.
- 18.3 In determining the damages flowing from any breach of any Warranty in this paragraph 18, it shall be assumed that:
- 18.3.1 the Company is liable to make whatever payments to provide the benefits under the Disclosed Schemes (as defined in that paragraph) on the basis that any power to amend or discontinue any of the Disclosed Schemes is disregarded; and
- 18.3.2 the Company is liable to provide and to continue to provide any benefit (including without limitation gratuities) which it now provides or is now proposing to provide and at the rate at which each respectively is now provided or proposed to be provided and to maintain without amendment any schemes or funds of a kind referred to in that paragraph which are now in existence.

## **19. MATERIAL DISCLOSURE**

- 19.1 All information contained in or referred to in the Disclosure letter is true and accurate.
- 19.2 No person is entitled, whether actually or contingently, to receive from the Company any finder's fee, brokerage, or other commission in connection with the acquisition or disposal of shares in the Company.
- 19.3 The sale of the Shares to the Buyer will not by virtue of the terms of any agreement or arrangement to which the Company is a party cause the Company

to lose the benefit of any right or privilege it presently enjoys or entitle any person to terminate any contract with, or obligation to, the Company.

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**SCHEDULE 3**  
**Sellers' Obligations on Completion**

**1.** On Completion the Sellers shall:

1.1 deliver to the Buyer:

- 1.1.1 transfers of the Shares by the registered holders thereof in favour of the Buyer together with the relative share certificates and certified copies of any power of attorney under which any of such transfers may have been executed;
- 1.1.2 all the statutory and other books (duly written up to date) of the Company and its certificate of incorporation or registration and certificate of incorporation on change of name and common seal (if any);
- 1.1.3 letters of resignation in the Agreed Terms executed by the persons resigning as directors [and secretary] of the Company pursuant to paragraph 1.2.3 of this Schedule 6;
- 1.1.4 [the resignation of the trustees of the [Pension Scheme] and the appointment in their place of such persons as the Buyer shall nominate [and the appointment of [the Buyer] as principal employer in respect of [the Pension Scheme];]
- 1.1.5 all credit and charge cards held to the account of the Company and all other papers and documents relating to the Company which are in the possession of or under the control of the Sellers or any director of the Company; and
- 1.1.6 the Disclosure Letter, duly executed;

1.2 procure:

- 1.2.1 the transaction of the other business referred to in the completion board minutes of the Company and each of the Subsidiaries in the Agreed Terms;
- 1.2.2 such persons as the Buyer may nominate to be validly appointed as additional directors of the Company;
- 1.2.3 upon such appointment, the resignation of the of the Company both from their respective offices and as employees;
- 1.2.4 the written resignation [in the Agreed Terms] of the auditors of the Company incorporating an acknowledgment that they have no claim against the Company for any fees or disbursements, whether billed or unbilled, in respect of the period up to Completion and the statement referred to in section 519 of the Act;
- 1.2.5 [the release in the Agreed Terms of the Company from all banking arrangements;]
- 1.2.6 the release [in the Agreed Terms] of all Encumbrances given by the Company (whether to its bankers or otherwise) and of all guarantees given by the Company in respect of any third party;
- 1.2.7 the repayment (by such method as the Buyer directs) without deduction or set-off of any and all sums owed to the Company by the Sellers, the



directors of the Company and any person who is an associate of or connected with any of them;

- 1.2.8 the release [in the Agreed Terms] of any and all claims against the Company by the Sellers and any person who is an associate of or connected with any of them, incorporating an acknowledgment by each that there is no agreement or arrangement under which any such claim might arise in the future;

#### **SCHEDULE 4**

#### **Consideration**

1. The purchase price payable to the Sellers for the Shares shall be the sum of £1000 which shall be due to the Sellers in the Proportions and shall be paid in cash on Completion.

Signed by [REDACTED]

Signed by [REDACTED]

Signed by [REDACTED]



**CUSTOMER COPY - CHAPS transfer - Form no 7944558 - Printed on 12/06/2024 at 13:41:08**

Details of the CHAPS transfer

Customer Segment: **BUSINESS (500)**  
 Process Date: **12/06/2024** Amount (£): **35000.00**

FEE: **PASS FEE**

**ADVICE NOT REQUIRED - PAYMENT TYPE 10**

Sort code: [REDACTED]

A/C No. [REDACTED]

Charging A/C No. [REDACTED]

Payment Ref: **324315**

Sending Name: **GANA RESTAURANT**

Payment Details:

Receiving Sort code: [REDACTED]

Receiving A/C No. [REDACTED]

Receiving Bank & Branch: **NAT WEST**

Receiving Customer Name: **HOME OFFICE**

Payee Confirmation Outcome: **PAYEE NAME MATCHES**

**Your Confirmation**

**Lloyds Bank**

You are hereby authorised to effect these instructions either by transmission through the Clearing House automated payments system or by such other methods as you may, in your sole discretion decide.

Please debit the payment from my/our own account number detailed above.

Neither this instruction for a CHAPS transfer nor your acceptance of it shall be enforceable by the payee or any other third party.

\*I realise there will be an additional charge if I have asked for the beneficiary to be advised about the payment.

In order to make this payment, personal information relating to individuals named in this form may be processed for the purposes of:

(a) complying with the applicable laws, including without limitation anti-money laundering and anti-terrorism laws and regulations, and

(b) fighting crime and terrorism;

and disclosed to any government entity, regulatory authority or to any other person we reasonably think necessary for those purposes. This may mean that personal information will be transferred outside of the European Economic Area to countries which do not provide the same level of data protection as the jurisdiction in which your account is held, namely UK, Channel Islands or Isle of Man.

Signature [REDACTED]

Signature [REDACTED]

Signature [REDACTED]

Date **12/06/2024**

Date [REDACTED]

Date [REDACTED]

**Bank Use Only**

Branch/site sort code

Contact Name

**309392**

**HAKU**

Lloyds Bank is a trading name of Lloyds Bank plc and serves customers with an annual turnover of up to £15m.  
 Lloyds Bank plc Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales, no. 2065. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 119278.  
 Lloyds Bank International Limited Registered Office and principal place of business: PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG. Registered in Jersey, number 4029. Regulated by the Jersey Financial Services Commission. We abide by the Jersey Code of Practice for Consumer Lending.  
 The Isle of Man branch of Lloyds Bank International Limited is licensed by the Isle of Man Financial Supervision Commission and registered with the Insurance and Pensions Authority in respect of General Business. Business Address: PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ.  
 The Guernsey branch of Lloyds Bank International Limited is licensed to conduct banking, investment and insurance intermediary business by the Guernsey Financial Services Commission under the Banking Supervision (Bailiwick of Guernsey) Law 1994, the Protection of Investors (Bailiwick of Guernsey) Law 1987 and the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002. Business Address: PO Box 53, 1 Smith Street, St Peter Port, Guernsey, GY1 4BD.



Dear Councillors,

My name is, [REDACTED] I have been a patron/resident of Gana Restaurant for many years. I have attended it with my family, friends many times over these years.

I understand that the premises licence is up to be reviewed and that if revoked, it could be very detrimental to the business.

I would ask the Councillors that as a resident in the local community, that a business that has been as supported and loved as this one is not affected by bad management.

If you need to contact me, please do not hesitate to do so on number: [REDACTED]

Kind regards

[REDACTED]

NAME:

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My name is, [REDACTED]. I have been a patron/resident of Gana Restaurant for many years. I have attended it with my family, friends many times over these years.

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Kind regards

[REDACTED]

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Kind regards

[REDACTED]

NAME:

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If you need to contact me, please do not hesitate to do so on number: [REDACTED]

Kind regards

[REDACTED]

NAME:

Ø7

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Kind regards

[REDACTED]  
NAME:

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Kind regards

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Kind regards

[REDACTED]  
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Kind regards

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If you need to contact me, please do not hesitate to do so on number: [REDACTED]

Kind regards

[REDACTED]  
NAME: ✓

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If you need to contact me, please do not hesitate to do so on number:

Kind regards

[REDACTED]

[REDACTED]

NAME:

[REDACTED]

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Kind regards

[REDACTED]

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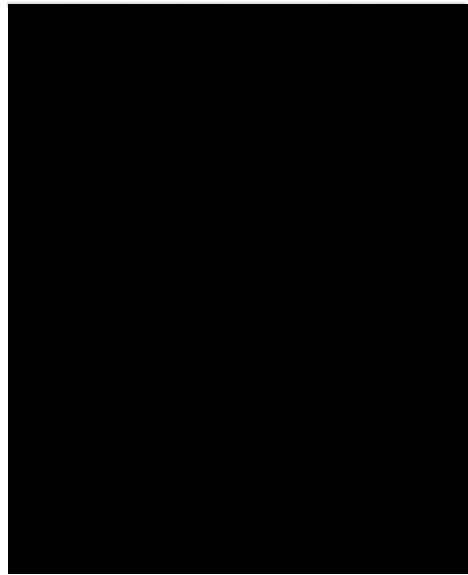
If you need to contact me, please do not hesitate to do so on number;

Kind regards

[REDACTED]

NAME:

[REDACTED]



They can work in the UK until 16 September 2025.

### Details

On their current visa, they can work in any job except those listed in the conditions below.

---

## Conditions

They cannot work as a professional sportsperson or coach.  
This condition is a standard requirement for their visa.

---

### If you employ this person

To [avoid a penalty](#), you must:

☐ check this looks like the person you meet face to face or by video call

☐ keep a secure copy of this online check (either electronically or in hard copy) for the duration of the employment and for 2 years after

You must do this check again when their permission to be in the UK expires on 16 September 2025.

Read the [employers' code of practice](#) to find out more about right to work checks.

You cannot accept a job applicant's biometric residence card, biometric residence permit, or Frontier Worker permit as proof of their right to work. Ask them for a share code instead.

### Details of check

#### Company name

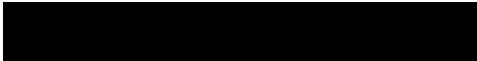
GANA RESTAURANT  
WEMBLEY LTD

#### Date of check

24 June 2024

#### Reference number





They can work in the UK.

### Details

They can work in any job. There is no limit on how long they can stay in the UK.

## If you employ this person

To [avoid a penalty](#), you must:

☐

check this looks like the person you meet face to face or by video call

☐

keep a secure copy of this online check (either electronically or in hard copy), for the duration of the employment and for 2 years after

You don't need to do the check again.

Read the [employers' code of practice](#) to find out more about right to work checks.

You cannot accept a job applicant's biometric residence card, biometric residence permit, or Frontier Worker permit as proof of their right to work. Ask them for a share code instead.

## Details of check

### Company name

GANA RESTAURANT  
WEMBLEY LTD

### Date of check

24 June 2024

### Reference number



They can work in the UK until 12 October 2027.

### Details

They can work in any job.

## If you employ this person

To [avoid a penalty](#), you must:

☐ check this looks like the person you meet face to face or by video call

☐ keep a secure copy of this online check (either electronically or in hard copy), for the duration of the employment and for 2 years after

You must do this check again when their permission to be in the UK expires on 12 October 2027.

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### Company name

GANA RESTAURANT  
WEMBLEY LTD

### Date of check

24 June 2024

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### Details

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WEMBLEY LTD

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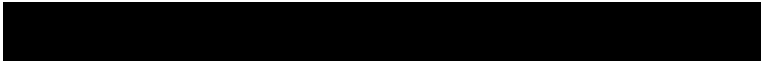
#### Company name

GANA RESTAURANT  
WEMBLEY LTD

#### Date of check

24 June 2024

#### Reference number



They can work in the UK.

### Details

They can work in any job. There is no limit on how long they can stay in the UK.

## If you employ this person

To [avoid a penalty](#), you must:

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You cannot accept a job applicant's biometric residence card, biometric residence permit, or Frontier Worker permit as proof of their right to work. Ask them for a share code instead.

### Details of check

#### Company name

GANA RESTAURANT  
WEMBLEY LTD

#### Date of check

25 June 2024

#### Reference number



They can work in the UK until 12 November 2026.

### Details

They can work in any job.

## If you employ this person

To [avoid a penalty](#), you must:

☐ check this looks like the person you meet face to face or by video call

☐ keep a secure copy of this online check (either electronically or in hard copy), for the duration of the employment and for 2 years after

You must do this check again when their permission to be in the UK expires on 12 November 2026.

Read the [employers' code of practice](#) to find out more about right to work checks.

You cannot accept a job applicant's biometric residence card, biometric residence permit, or Frontier Worker permit as proof of their right to work. Ask them for a share code instead.

## Details of check

### Company name

GANA RESTAURANT  
WEMBLEY LTD

### Date of check

24 June 2024

### Reference number



01.07.2024

**GANA RESTAURANT WEMBLEY LTD**

24, Ealing Rd,  
Wembley  
HA0 4TL

[REDACTED]  
[REDACTED]  
[REDACTED]

Dear [REDACTED],

**Offer of Employment**

We are pleased to offer you a position at **GANA RESTAURANT WEMBLEY LTD** as a **Chef** commencing on 01.07.2024. Your skills and experience will be an ideal fit for our team.

Position: **Chef**

Start Date: **01.07.2024**

Employment Status: **Part-time.**

Reporting To: [REDACTED]

**Compensation and Benefits**

1. **Salary:** Your starting salary will be £12 per hour, payable monthly by direct deposit.
2. **Hours of Work:** Your regular working hours will be 37.5 hours per week.
3. **Probationary Period:** You will be on a probationary period of six months. During this time, your performance and suitability for the role will be reviewed.
4. **Benefits:** As a valued employee of **GANA RESTAURANT WEMBLEY LTD**, you will be eligible for the following benefits:

**GANA RESTAURANT WEMBLEY LTD**, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



- Free meals
- Bonuses
- Career development
- Teamwork
- Transportation

5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

### **Job Responsibilities**

As a **Chef**, your duties and responsibilities will include, but are not limited to, the following:

- Preparing the food for cooking
- Keeping up with industry trends and creating new recipes with the Sous Chef
- Reviewing the menu and doing inventory
- Following the budget set by the Restaurant Manager
- Ordering food for the kitchen
- Monitoring food production and food and staff costs
- Training staff
- Managing relationships with distributors and resolving any issues with vendors, promptly
- Ensuring standard portions and quality of dishes
- Maintaining a clean and safe kitchen and ensuring sanitation practices in the kitchen

### **Terms and Conditions**

Your employment with **GANARESTAURANT WEMBLEYLTD** is subject to the following terms and conditions:

- **Notice Period:** Either party may terminate the employment by giving 4 weeks' notice in writing.
- **Confidentiality:** You are required to maintain the confidentiality of all proprietary information and trade secrets of **GANARESTAURANT WEMBLEYLTD**.
- **Dress Code:** **GANARESTAURANT WEMBLEYLTD** has a dress code policy which you are required to adhere to at all times during your working hours.

**GANARESTAURANT WEMBLEY LTD, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] ://www.ganacafe.com**



### Acceptance of Offer

Please confirm your acceptance of this offer by signing and returning a copy of this letter by 15.07.2024. We look forward to welcoming you to the **GANARESTAURANTWEMBLEYLTD** team.

If you have any questions or need further information, please do not hesitate to contact us at [REDACTED]

Yours sincerely,

[REDACTED] (Director)

**GANARESTAURANTWEMBLEYLTD**

---

Accepted by:

---

[Employee Name]

Date: \_\_\_\_\_

**GANARESTAURANTWEMBLEYLTD**, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



01.07.2024

**GANA RESTAURANT WEMBLEY LTD**

24, Ealing Rd,  
Wembley  
HA0 4TL



Dear [REDACTED]

**Offer of Employment**

We are pleased to offer you a position at **GANA RESTAURANT WEMBLEY LTD** as a **Porter** commencing on 01.07.2024. Your skills and experience will be an ideal fit for our team.

**Position: Porter**

**Start Date: 01.07.2024**

**Employment Status: Part-time**

**Reporting To:** [REDACTED] (Director)

**Compensation and Benefits**

1. **Salary:** Your starting salary will be £11.45 per hour, payable monthly by direct deposit.
2. **Hours of Work:** Your regular working hours will be 37.5 hours per week.
3. **Probationary Period:** You will be on a probationary period of six months. During this time, your performance and suitability for the role will be reviewed.
4. **Benefits:** As a valued employee of **GANA RESTAURANT WEMBLEY LTD**, you will be eligible for the following benefits:
  - Free meals
  - Bonuses
  - Career development
  - Teamwork

**GANA RESTAURANT WEMBLEY LTD**, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



- Transportation

5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

### **Job Responsibilities**

As a **Porter**, your duties and responsibilities will include, but are not limited to, the following:

- Clean and sterilizing countertops, kitchen walls, stoves, ovens, grills and sinks
- cleaning the entire kitchen once it is closed to ensure it is ready for the next day
- maintaining the food storage areas like freezers and refrigerators
- Receiving deliveries and organizing them in the kitchen
- washing dirty dishes like cutlery, pots, cutting boards and pans or loading dishes into the dishwasher
- removing kitchen waste from waste containers and disposing of them properly
- cleaning and maintaining cooking equipment like cookers, pots and food mixers
- supporting the Chef in basic food preparation like cutting ingredients, peeling and washing food items

### **Terms and Conditions**

Your employment with **GANA RESTAURANT WEMBLEY LTD** is subject to the following terms and conditions:

- **Notice Period:** Either party may terminate the employment by giving 4 weeks' notice in writing.
- **Confidentiality:** You are required to maintain the confidentiality of all proprietary information and trade secrets of **GANA RESTAURANT WEMBLEY LTD**.
- **Dress Code:** **GANA RESTAURANT WEMBLEY LTD** has a dress code policy which you are required to adhere to at all times during your working hours.

### **Acceptance of Offer**

Please confirm your acceptance of this offer by signing and returning a copy of this letter by 15.07.2024. We look forward to welcoming you to the **GANA RESTAURANT WEMBLEY LTD** team.

**GANA RESTAURANT WEMBLEY LTD**, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>





If you have any questions or need further information, please do not hesitate to contact us at [REDACTED]

Yours sincerely,

[REDACTED] (Director)

**GANA RESTAURANT WEMBLEY LTD**

---

**Accepted by:**

---

[Employee Name]

Date: \_\_\_\_\_

GANA RESTAURANT WEMBLEY LTD, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



01.07.2024

**GANA RESTAURANT WEMBLEY LTD**

24, Ealing Rd,  
Wembley  
HA0 4TL

[REDACTED]  
[REDACTED]  
[REDACTED]

Dear [REDACTED],

**Offer of Employment**

We are pleased to offer you a position at **GANA RESTAURANT WEMBLEY LTD** as a **Chef** commencing on 01.07.2024. Your skills and experience will be an ideal fit for our team.

Position: **Chef**

Start Date: **01.07.2024**

Employment Status: **Part-time.**

Reporting To: [REDACTED] (Director)

**Compensation and Benefits**

1. **Salary:** Your starting salary will be £12 per hour, payable monthly by direct deposit.
2. **Hours of Work:** Your regular working hours will be 37.5 hours per week.
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**GANA RESTAURANT WEMBLEY LTD**, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



- Free meals
- Bonuses
- Career development
- Teamwork
- Transportation

5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

### **Job Responsibilities**

As a **Chef**, your duties and responsibilities will include, but are not limited to, the following:

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- **Dress Code:** **GANA RESTAURANT WEMBLEY LTD** has a dress code policy which you are required to adhere to at all times during your working hours.

**GANA RESTAURANT WEMBLEY LTD**, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



### Acceptance of Offer

Please confirm your acceptance of this offer by signing and returning a copy of this letter by 15.07.2024. We look forward to welcoming you to the **GANA RESTAURANT WEMBLEY LTD** team.

If you have any questions or need further information, please do not hesitate to contact us at [REDACTED]

Yours sincerely,

[REDACTED] (Director)

**GANA RESTAURANT WEMBLEY LTD**

---

Accepted by:

---

[Employee Name]

Date: \_\_\_\_\_

GANA RESTAURANT WEMBLEY LTD, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



01.07.2024

**GANA RESTAURANT WEMBLEY LTD**

24, Ealing Rd,  
Wembley  
HA0 4TL

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Dear [REDACTED],

**Offer of Employment**

We are pleased to offer you a position at **GANA RESTAURANT WEMBLEY LTD** as a **cleaner** commencing on 01.07.2024. Your skills and experience will be an ideal fit for our team.

Position: **Cleaner**

Start Date: **01.07.2024**

Employment Status: **Part-time**

Reporting To: [REDACTED] (Director)

**Compensation and Benefits**

1. **Salary:** Your starting salary will be £11.45 per hour, payable monthly by direct deposit.
2. **Hours of Work:** Your regular working hours will be 37.5 hours per week.
3. **Probationary Period:** You will be on a probationary period of six months. During this time, your performance and suitability for the role will be reviewed.
4. **Benefits:** As a valued employee of **GANA RESTAURANT WEMBLEY LTD**, you will be eligible for the following benefits:

**GANA RESTAURANT WEMBLEY LTD**, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



- Free meals
- Bonuses
- Career development
- Teamwork
- Transportation

5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

### **Job Responsibilities**

**As a Cleaner, your duties and responsibilities will include, but are not limited to, the following:**

- Dusting, sweeping, vacuuming and mopping surfaces in their work area including living/working areas, bathrooms, kitchens and supply closets
- Refilling and restocking cleaning supplies and toiletries (hand wash, toilet paper, paper towels)
- Washing kitchen napkins, floor rags and dusters
- Maintaining cleaning products and ordering new supplies when necessary
- Taking out the garbage
- Carrying out minor maintenance tasks such as replacing displaced toilet seats, unclogging sinks
- Conducting monthly disinfection and deep cleaning
- Maintaining Material Safety Data Sheets (MSDSs) and compliance with universal precautions.

### **Terms and Conditions**

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- **Notice Period:** Either party may terminate the employment by giving 4 weeks' notice in writing.
- **Confidentiality:** You are required to maintain the confidentiality of all proprietary information and trade secrets of **GANA RESTAURANT WEMBLEY LTD**.
- **Dress Code:** **GANA RESTAURANT WEMBLEY LTD** has a dress code policy which you are required to adhere to at all times during your working hours.

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If you have any questions or need further information, please do not hesitate to contact us at [REDACTED]

Yours sincerely,

[REDACTED] (Director)

**GANA RESTAURANT WEMBLEY LTD**

---

Accepted by:

---

[Employee Name]

Date: \_\_\_\_\_

GANA RESTAURANT WEMBLEY LTD, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



01.07.2024

**GANA RESTAURANT WEMBLEY LTD**

24, Ealing Rd,  
Wembley  
HA0 4TL



Dear [REDACTED]

**Offer of Employment**

We are pleased to offer you a position at **GANA RESTAURANT WEMBLEY LTD** as a **Waiter** commencing on 01.07.2024. Your skills and experience will be an ideal fit for our team.

Position: **Waiter**

Start Date: **01.07.2024**

Employment Status: **Full-time**

Reporting To: [REDACTED] (Director)

**Compensation and Benefits**

1. **Salary:** Your starting salary will be £12 per hour, payable monthly by direct deposit.
2. **Hours of Work:** Your regular working hours will be 37.5 hours per week.
3. **Probationary Period:** You will be on a probationary period of six months. During this time, your performance and suitability for the role will be reviewed.
4. **Benefits:** As a valued employee of **GANA RESTAURANT WEMBLEY LTD**, you will be eligible for the following benefits:

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- Free meals
- Bonuses
- Career development
- Teamwork
- Transportation

5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

### **Job Responsibilities**

As a **Waiter**, your duties and responsibilities will include, but are not limited to, the following:

- Provide excellent customer services.
- Always strive towards best customer satisfaction.
- Greet customers and present menus.
- Make suggestions based on their preferences.
- Take and serve food/drinks orders.
- Up-sell when appropriate.
- Arrange table settings.

### **Terms and Conditions**

Your employment with **GANA RESTAURANT WEMBLEY LTD** is subject to the following terms and conditions:

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If you have any questions or need further information, please do not hesitate to contact us at [REDACTED]

Yours sincerely,

[REDACTED] (Director)

**GANA RESTAURANT WEMBLEY LTD**

---

**Accepted by:**

---

[Employee Name]

Date: \_\_\_\_\_

GANA RESTAURANT WEMBLEY LTD, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



01.07.2024

**GANA RESTAURANT WEMBLEY LTD**

24, Ealing Rd,  
Wembley  
HA0 4TL



Dear [REDACTED],

**Offer of Employment**

We are pleased to offer you a position at **GANA RESTAURANT WEMBLEY LTD** as a **Chef** commencing on 01.07.2024. Your skills and experience will be an ideal fit for our team.

Position: **Chef**

Start Date: **01.07.2024**

Employment Status: **Full-time.**

Reporting To: [REDACTED] (Director)

**Compensation and Benefits**

1. **Salary:** Your starting salary will be £12 per hour, payable monthly by direct deposit.
2. **Hours of Work:** Your regular working hours will be 37.5 hours per week.
3. **Probationary Period:** You will be on a probationary period of six months. During this time, your performance and suitability for the role will be reviewed.
4. **Benefits:** As a valued employee of **GANA RESTAURANT WEMBLEY LTD**, you will be eligible for the following benefits:

**GANA RESTAURANT WEMBLEY LTD**, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>



- Free meals
- Bonuses
- Career development
- Teamwork
- Transportation

5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

### **Job Responsibilities**

As a **Chef**, your duties and responsibilities will include, but are not limited to, the following:

- Preparing the food for cooking
- Keeping up with industry trends and creating new recipes with the Sous Chef
- Reviewing the menu and doing inventory
- Following the budget set by the Restaurant Manager
- Ordering food for the kitchen
- Monitoring food production and food and staff costs
- Training staff
- Managing relationships with distributors and resolving any issues with vendors, promptly
- Ensuring standard portions and quality of dishes
- Maintaining a clean and safe kitchen and ensuring sanitation practices in the kitchen

### **Terms and Conditions**

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### Acceptance of Offer

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If you have any questions or need further information, please do not hesitate to contact us at 0208 903 7004.

Yours sincerely,

\_\_\_\_\_  
(Director)

**GANA RESTAURANT WEMBLEY LTD**

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
[Employee Name]

Date: \_\_\_\_\_

**GANA RESTAURANT WEMBLEY LTD**, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones \_\_\_\_\_ <http://www.ganacafe.com>



01.07.2024

**GANA RESTAURANT WEMBLEY LTD**

24, Ealing Rd,  
Wembley  
HA0 4TL

[REDACTED]  
[REDACTED]  
[REDACTED]

Dear [REDACTED],

**Offer of Employment**

We are pleased to offer you a position at **GANA RESTAURANT WEMBLEY LTD** as a **Waiter** commencing on 01.07.2024. Your skills and experience will be an ideal fit for our team.

Position: **Waiter**

Start Date: **01.07.2024**

Employment Status: **Part-time**

Reporting To: [REDACTED] (Director)

**Compensation and Benefits**

1. **Salary:** Your starting salary will be £12 per hour, payable monthly by direct deposit.
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3. **Probationary Period:** You will be on a probationary period of six months. During this time, your performance and suitability for the role will be reviewed.
4. **Benefits:** As a valued employee of **GANA RESTAURANT WEMBLEY LTD**, you will be eligible for the following benefits:

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- Free meals
- Bonuses
- Career development
- Teamwork
- Transportation

5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

### **Job Responsibilities**

As a **Waiter**, your duties and responsibilities will include, but are not limited to, the following:

- Provide excellent customer services.
- Always strive towards best customer satisfaction.
- Greet customers and present menus.
- Make suggestions based on their preferences.
- Take and serve food/drinks orders.
- Up-sell when appropriate.
- Arrange table settings.

### **Terms and Conditions**

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If you have any questions or need further information, please do not hesitate to contact us at 0208 903 7004.

Yours sincerely,

██████████ (Director)

**GANA RESTAURANT WEMBLEY LTD**

---

**Accepted by:**

---

[Employee Name]

Date: \_\_\_\_\_

GANA RESTAURANT WEMBLEY LTD, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones ██████████ <http://www.ganacafe.com>





01.07.2024

**GANA RESTAURANT WEMBLEY LTD**

24, Ealing Rd,  
Wembley  
HA0 4TL

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Dear [REDACTED],

**Offer of Employment**

We are pleased to offer you a position at **GANA RESTAURANT WEMBLEY LTD** as a **cleaner** commencing on 01.07.2024. Your skills and experience will be an ideal fit for our team.

Position: **Cleaner**

Start Date: **01.07.2024**

Employment Status: **Part-time**

Reporting To: [REDACTED] (Director)

**Compensation and Benefits**

1. **Salary:** Your starting salary will be £11.45 per hour, payable monthly by direct deposit.
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- Free meals
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- Teamwork
- Transportation

5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

### **Job Responsibilities**

**As a Cleaner, your duties and responsibilities will include, but are not limited to, the following:**

- Dusting, sweeping, vacuuming and mopping surfaces in their work area including living/working areas, bathrooms, kitchens and supply closets
- Refilling and restocking cleaning supplies and toiletries (hand wash, toilet paper, paper towels)
- Washing kitchen napkins, floor rags and dusters
- Maintaining cleaning products and ordering new supplies when necessary
- Taking out the garbage
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If you have any questions or need further information, please do not hesitate to contact us at 0208 903 7004.

Yours sincerely,

 (Director)

**GANA RESTAURANT WEMBLEY LTD**

---

Accepted by:

---

[Employee Name]

Date: \_\_\_\_\_

**GANA RESTAURANT WEMBLEY LTD**, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones  <http://www.ganacafe.com>



01.07.2024

**GANA RESTAURANT WEMBLEY LTD**

24, Ealing Rd,  
Wembley  
HA0 4TL

[REDACTED]  
[REDACTED]  
[REDACTED]

Dear [REDACTED],

**Offer of Employment**

We are pleased to offer you a position at **GANA RESTAURANT WEMBLEY LTD** as a **Waiter** commencing on 01.07.2024. Your skills and experience will be an ideal fit for our team.

Position: **Waiter**

Start Date: **01.07.2024**

Employment Status: **Part-time**

Reporting To: [REDACTED] (Director)

**Compensation and Benefits**

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- Free meals
- Bonuses
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- Transportation

5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

### **Job Responsibilities**

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- Always strive towards best customer satisfaction.
- Greet customers and present menus.
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- Take and serve food/drinks orders.
- Up-sell when appropriate.
- Arrange table settings.

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If you have any questions or need further information, please do not hesitate to contact us at [REDACTED].

Yours sincerely,

[REDACTED] (Director)

**GANA RESTAURANT WEMBLEY LTD**

---

**Accepted by:**

---

[Employee Name]

Date: \_\_\_\_\_

GANA RESTAURANT WEMBLEY LTD, Company number 14922791, Registered office address, 115 Lyon Park Avenue, Wembley, England, HA0 4DZ. Phones [REDACTED] <http://www.ganacafe.com>