

This Agreement is dated 15<sup>th</sup> August 2019

**Between PARTIES**

(1) Commercial property services ltd. at unit 4, Ealing Road, Wembley,  
HA0 4YA(Licenser)

(2) Mr K.Prathip Kumar of 32, Ealing Road, Wembley, Middlesex HA0 4TL.     **AGREED**  
**TERMS**

**1. INTERPRETATION**

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

**1.1 Definitions:**

**Building OR Centre:** All that land and property known as 32, Ealing Road, Wembley, Middlesex HA0 4TL

**Common Parts:** Such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the [Building OR Centre] the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licenser.

**Competent Authority:** Any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**Lease:** Lease dated 15<sup>th</sup> August 2019 and made between the Commercial property services ltd and Mr K.Prathip Kumar.

**Agreement Fee:** The amount of £30,000 POUNDS per annum

**Agreement Fee Commencement Date:** 15<sup>th</sup> August 2019

**Agreement Period:** The period of 2 years from and including 15<sup>th</sup> August 2019 until the date on which this agreement is determined in accordance with *Clause 4*.

**Necessary Consents:** All planning permissions and all other consents, agreement, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

**Permitted Use:** Restaurant and Takeaway.

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

**1.2** Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

**1.3** A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

**1.4** The Schedule forms part of this **agreement** and shall have effect as if set out in full in the body of this **agreement**. Any reference to this **agreement** includes the Schedule.

**1.5** Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

**1.6** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

**1.7** A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

**1.8** Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

**1.9** A reference to **writing** or **written** excludes fax and e-mail.

**1.10** Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

**1.11** References to clauses and Schedules are to the clauses and Schedules of this **agreement** and references to paragraphs are to paragraphs of the relevant Schedule.

**1.12** Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**1.13** [Unless expressly provided otherwise, the obligations and liabilities of [the Licensor **OR** the Licensee] under this **agreement** are joint and several.]

## **2. LICENCE TO OCCUPY**

**2.1** Subject to *Clause 3* and *Clause 4*, the Licensor permits the Licensee to **occupy** the Property for the Permitted Use for the **Agreement Period** [during the Designated Hours] in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the right[s] mentioned in the *Schedule 1*.

### **2.2 The Licensee acknowledges that:**

**(a)** the Licensee shall **occupy** the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this **agreement**;

**(b)** the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;

**(c)** the **agreement to occupy** granted by this agreement is personal to the Licensee and is not assignable and the rights given in *Clause 2* may only be exercised by the Licensee and its employees; and

**(d)** [without prejudice to its rights under *Clause 4*, the Licensor shall be entitled at any time on giving not less than 90 days notice to require the Licensee to transfer to [alternative **OR** comparable] space elsewhere within the [Building **OR** Centre] and the Licensee shall comply with such requirement.]

## **3. LICENSEE'S OBLIGATIONS**

The Licensee agrees and undertakes:

**(a)** to pay:

**(i)** to the Licensor the **agreement Fee** payable without any deduction in advance on the

first day of each month and proportionately for any **period** of less than a month the first such payment being for the **period** from and including the **agreement Fee Commencement Date** to the end of the month following such date to be made on first day together with such VAT as may be chargeable on the **agreement Fee**; [and]

(ii) [to the relevant suppliers all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;]

(b) to keep the Property clean, tidy and clear of rubbish;

(c) not to use the Property other than for the Permitted Use;

(d) not to make any alteration or addition whatsoever to the Property;

(e) not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property [or elsewhere in the [Building **OR** Centre] without the prior written consent of the Licensor [such consent not to be unreasonably withheld or delayed]];

(f) not to do or permit to be done on the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor [or to tenants or occupiers of the [Building **OR** Centre]] or any owner or occupier of neighbouring property;

(g) not to cause or permit to be caused any damage to:

(i) the Property, [Building **OR** Centre] or any neighbouring property; or

(ii) any property of the owners or occupiers of the Property, [Building **OR** Centre] or any neighbouring property;

(h) [not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;]

(i) not to apply for any planning permission in respect of the Property;

(j) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property [and [Building **OR** Centre]] from time to time;

(k) [to comply with all laws and with any recommendations of the relevant suppliers

relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;]

(l) to observe any [reasonable] rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property [and the Common Parts];

(m) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the **agreement Period**;

(n) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

(i) this **agreement**;

(ii) any breach of the Licensee's undertakings contained in *Clause 3*; and/or

(iii) the exercise of any rights given in *Clause 2*;

(o) [not to do anything on or in relation to the Property that would or might cause the Licensor to be in breach of the tenant's covenants and the conditions contained in the Lease; and]

#### 4. TERMINATION

4.1 This **agreement** shall end on the earliest of:

(a) [[14<sup>th</sup> August 2021 ON WHICH AGREEMENT TO END]; [and]]

(b) the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in *Clause 3* [ **OR** ; and].

(c) [the expiry of not less than [90 days'] notice given by the Licensor to the Licensee or by the Licensee to the Licensor.]

4.2 Termination of this **agreement** shall not affect the rights of either party in connection with any breach of any obligation under this **agreement** which existed at or before the date of termination.

#### 5. NOTICES

5.1 Any notice [or other communication] given under this **agreement** shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

(a) to the Licensor at Commercial property services ltd at unit4, Ealing Road, Wembley, HA0 4YA. and marked for the attention of [ Mr Marshall]; and

(b) to the Licensee at: [32, Ealing road, Wembley , Wembley, Middlesex HA0 4tl ] and marked for the attention of [Mr K.Prathip Kumar],

or as otherwise specified by the relevant party by notice in writing to each other party.

**5.2** Any notice [or other communication] given in accordance with *Clause 5.1* will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice [or other communication] is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at [9.00 am] on the [second] working day after posting.

**5.3** A notice [or other communication] given under this **agreement** shall not be validly given if sent by e-mail.

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

## **6. COSTS**

On completion of this **agreement**, the Licensee shall pay to the Licensor on a full indemnity basis all costs, fees, charges and expenses and disbursements of the Licensor and their professional advisors incurred in relation to the negotiation and completion of this **agreement**, plus an amount equivalent to VAT on them except to the extent that the Licensor is able to recover that VAT.]

## **7. NO WARRANTIES FOR USE OR CONDITION**

**7.1** The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

**7.2** The Licensor gives no warranty that the Property is physically fit for the purposes specified in *Clause 2*.

**7.3** The Licensee acknowledges that it does not rely on, and shall have no remedies in

respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this **agreement** as to any of the matters mentioned in *Clause 7.1* or *Clause 7.2*.

**7.4** Nothing in this clause shall limit or exclude any liability for fraud.

## **8. LIMITATION OF LICENSOR'S LIABILITY**

**8.1** Subject to *Clause 8.2*, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
- (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by *Clause 2*.

**8.2** Nothing in *Clause 8.1* shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

## **9. THIRD PARTY RIGHTS**

A person who is not a party to this **agreement** shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **agreement**.

## **10. GOVERNING LAW**

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

## **11. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim arising out of or in

connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered on the 15<sup>TH</sup> August 2019 stated at the beginning of it.

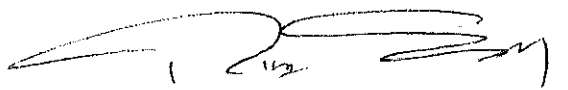
## THE SCHEDULE

### RIGHTS GRANTED TO LICENSEE

1.1 [Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.]

1.2 The Service Media serving the Property.

Signed by [NAME] for and  
on behalf of [NAME OF  
LICENSOR]



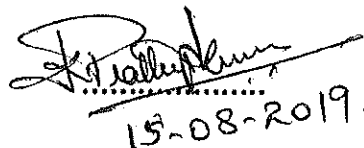
MRS. P. SURESH  
Solicitor  
Authorised to Administer  
Oaths

.....  
P.  
Mrs. P. Suresh  
15.08.2019

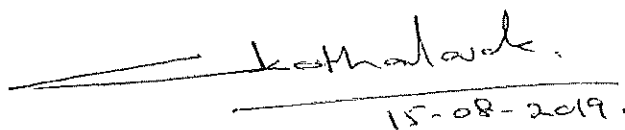
TEL: 020 8903 7211  
FAX: 020 8795 4058

J.S. AMIRTHAN & SURESH SOLICITORS  
150A EALING ROAD  
WEMBLEY  
MIDDLESEX  
HA0 4PY

Signed by [NAME] for and  
on behalf of [NAME OF  
LICENSEE]



.....  
C. Kothalawala  
15-08-2019



.....  
C. Kothalawala  
15-08-2019

C. Kothalawala - a.A., LL.B  
KOTHALA & CO.  
Solicitors & Commissioners of Oaths  
77B, HARROW ROAD, WEMBLEY, MIDDX, HA0 2LW  
TEL: 020 8903 1112 FAX: 020 8903 0005



# Change of Tenancy Notice

Moving into new business premises



Welcome to your new business premises supplied by Utilita Energy

It's easy to register your own account with us, just return this completed form and a copy of your Tenancy/ Lease Agreement and we'll do the rest.

Company Name **TASTEY CATERING UK LTD.**

Trading Name **TASTES OF CEYLON.**

Supply Address **32, EALING ROAD, NEMBLEY.**

Postcode **HA0 4TL**

Registered Address **SAME**

Postcode

Contact Name **K. PRATHIPKUMAR.**

Email

Billing Address **SAME**

Postcode

Move In Date **15-08-2019.**  
(as stated on your Lease Agreement)

**NOTE:** You MUST also send us a copy of your Lease Agreement for us to be able to process your Change of Tenancy

Electricity - Start Reads:

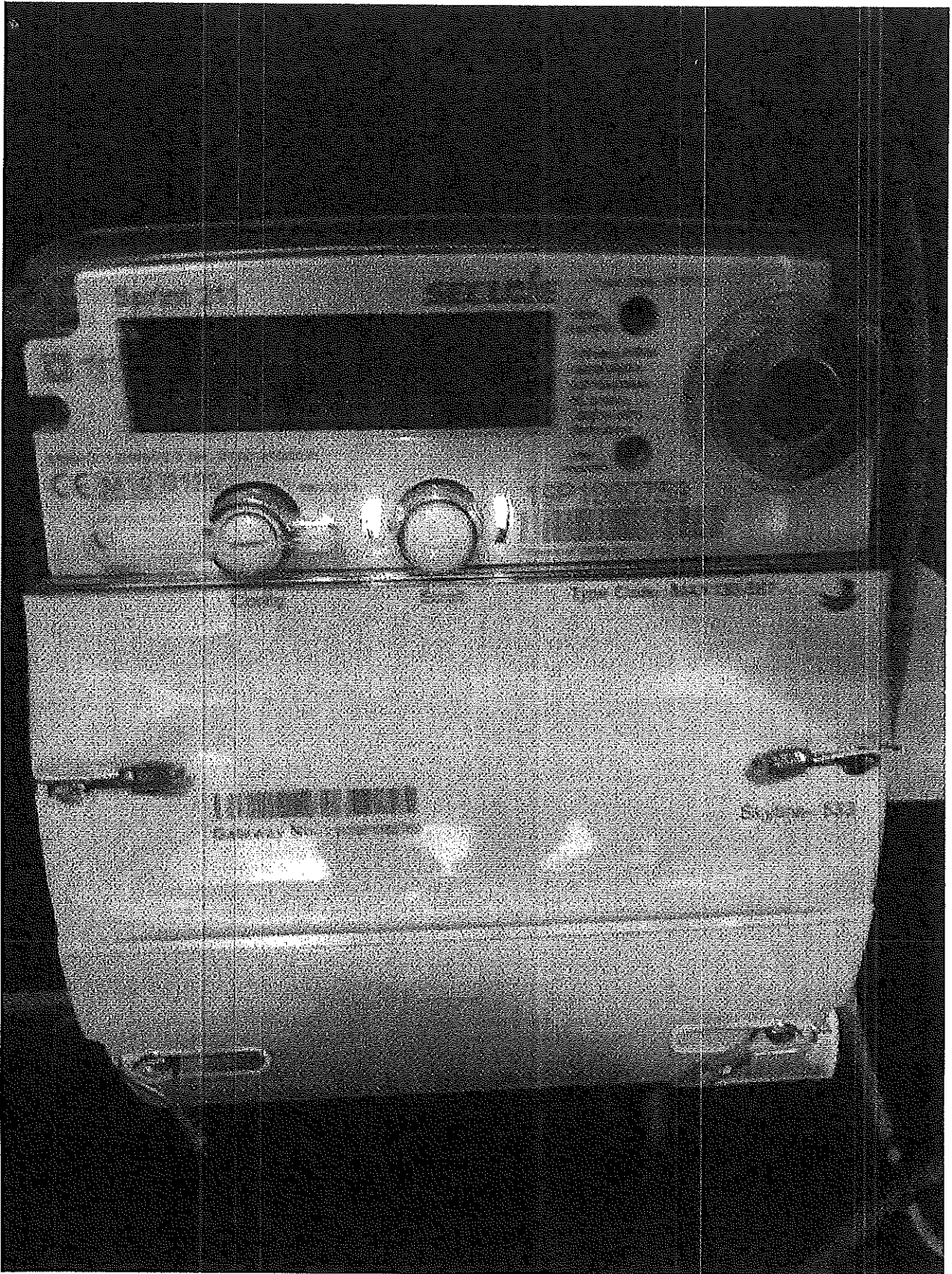
Single/Day Rate **N/A.**  
Meter Reading

Night Rate  
Meter Reading  
(if applicable)

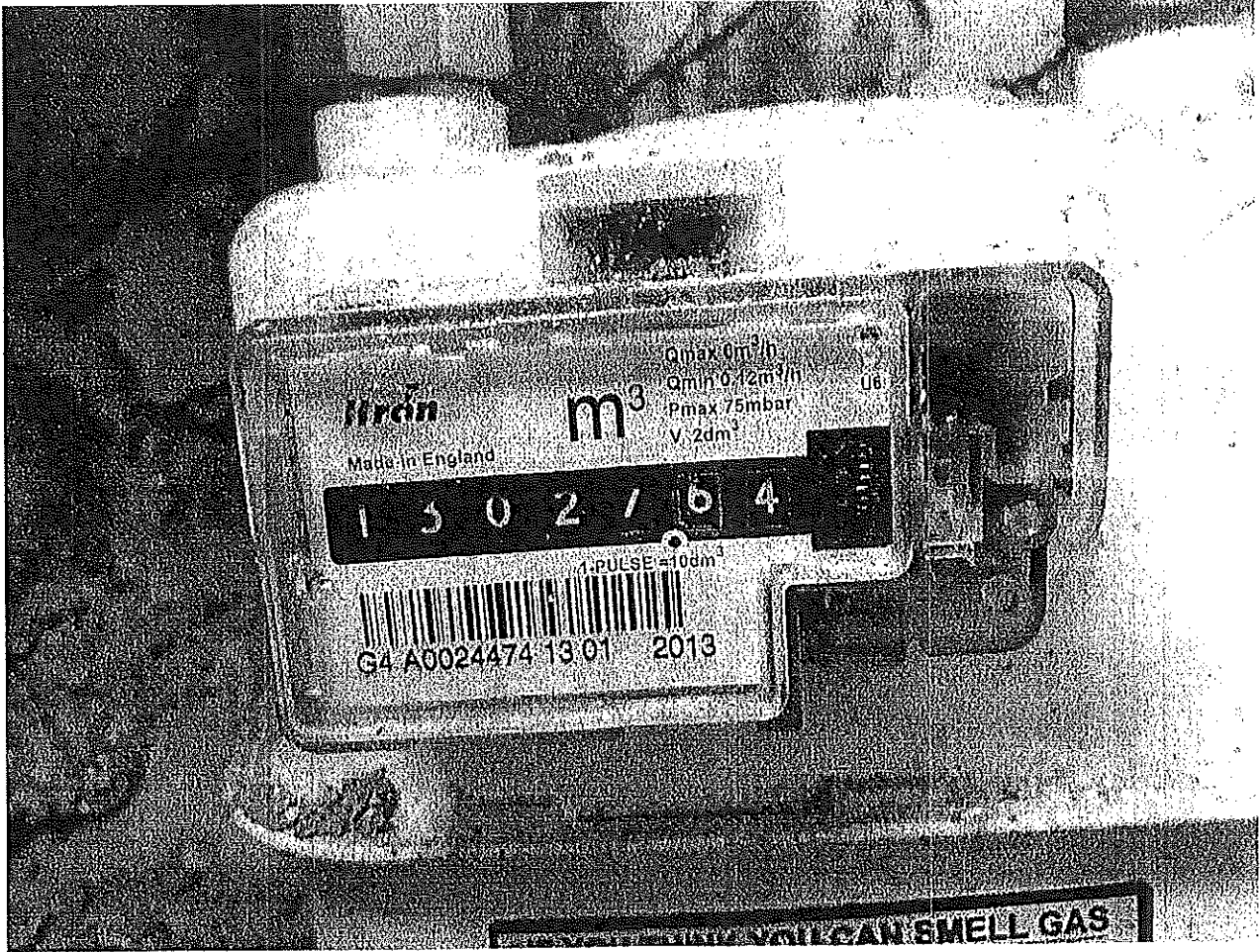
Eve/Wkend Rate  
Meter Reading  
(if applicable)

Gas - Start  
Meter Reading

**NOTE:** You MUST provide us with start meter reading(s) for us to be able to process your Change of Tenancy



Sent from Yahoo Mail for iPhone



**Biron** **m<sup>3</sup>**  
Made in England  
Qmax 0m<sup>3</sup>/h  
Qmin 0.12m<sup>3</sup>/h  
Pmax 75mbar  
V 2dm<sup>3</sup>  
1 pulse = 10dm<sup>3</sup>  
1302764  
G4 A0024474 13/01 2013

BE CAREFUL YOU CAN SMELL GAS

