IN THE LICENSING SUB-COMMITTEE

FOR THE HEARING 9 JULY 2024

BETWEEN: -

Re: GANA RESTAURANT LTD

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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

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(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 be the DPSs. The new operators have significantly overhauled the HR practices of the business and have made the following changes:
 - a. Outsourced it's Right to Work, employment and HR checks to a third party; H2R Onto Limited.
 - b. Completed up to date Right to Work checks for their employees.
 - c. Formalised all work contract 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 (<u>https://www.h2r.uk</u>) | 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.

Page **1** of **4** CONT10005

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.

Page 2 of 4 CONT10005 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.

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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

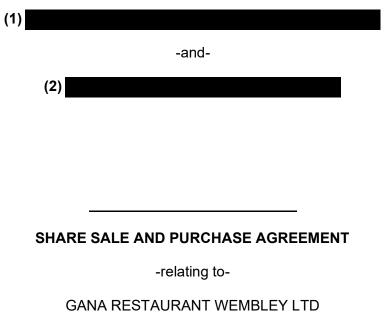
GANA RESTAURANT WEMBLEY LTD



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DATED 25/06/2024



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 knowhow;

"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

20

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.

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

 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		
Signed by		

Signed by

	Page 1 of 2
CUSTOMER COPY - CHAPS transfer - Form no 7944558 Details of the CHAPS transfer Customer Segment PLICINES	
Details of the CHAPS transfer	- Printed on 12/06/2024 at 13:41:08
Process Date: 12/06/2001 (500)	
LE PASSIEFE	
ADVICE NOT REQUIRED - PAYMENT TYPE 10	
Payment Ref: 324315	Charging A/C No:
Sending Name: GANA RESTALIDANT	

Payment Details: LOTAORAN Receiving Sort code: Receiving Bank & Branch: NAT WEST Receiving A/C No: 1 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

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	Signature	Signature
Date 12/06/ 0024	Date	Date

Bank Use Only Branch/site sort code 309392

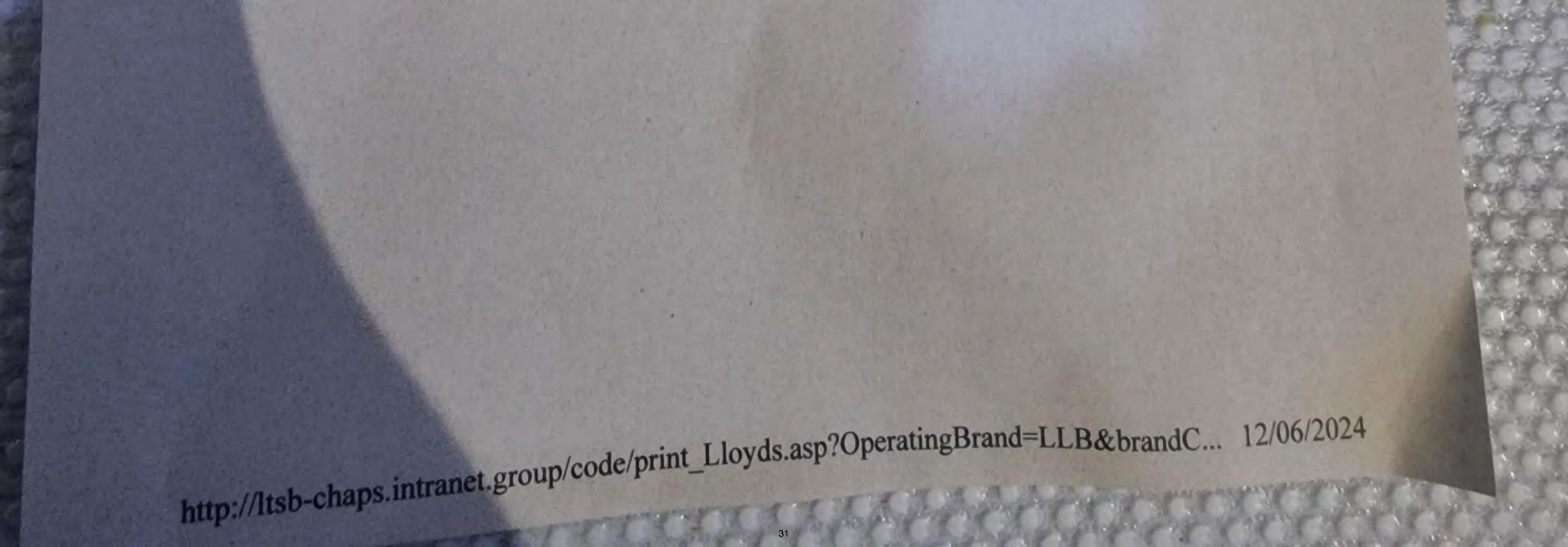
Contact Name HAKU

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53, 1 Smith Street, St Peter Port, Guernsey, GY1 4BD.



My name is, 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:

Kind regards



NAME:

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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;

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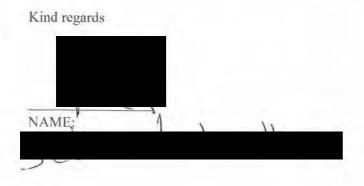
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Kind regards

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42

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47

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

Kind regards NAME:

👸 Home Office



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

👸 Home Office



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



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.

Read the employers' code of practice to find out more about right to work checks.

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Details of check

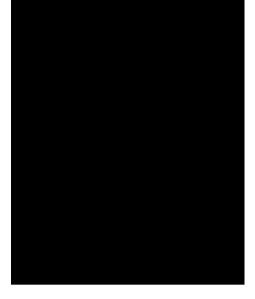
Company name

GANA RESTAURANT WEMBLEY LTD

Date of check

24 June 2024





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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Details of check

Company name

GANA RESTAURANT WEMBLEY LTD

Date of check

24 June 2024



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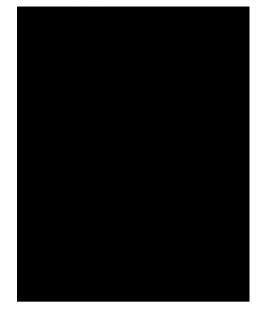
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Company name

GANA RESTAURANT WEMBLEY LTD

Date of check

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Details of check

Company name

GANA RESTAURANT WEMBLEY LTD

Date of check

25 June 2024





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



01.07.2024

GANA RESTAURANT WEMBLEYLTD 24, Ealing Rd, Wembley HA0 4TL

Dear

Offer of Employment

We are pleased to offer you a position at **GANA RESTAURANT WEMBLEYLID** 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:

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 WEMBLEYLTD**, you will be eligible for the following benefits:



- Free meals
- Bonuses
- Career development
- o 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 **GANA RESTAURANT 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 **GANA RESTAURANT WEMBLEYLTD.**
- Dress Code: GANA RESTAURANT WEMBLEYLTD 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 WEMBLEYLTD** team.

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

Yours sincerely,

(Director)

GANA RESTAURANT WEMBLEYLTD

Accepted by:

[Employee Name]	
Date:	



01.07.2024

GANA RESTAURANT WEMBLEY LTD

24, Ealing Rd, Wembley HA0 4TL

Dear

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: (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:
 - \circ 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 <u>http://www.ganacafe.com</u>



- o 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.



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

Yours sincerely,

(Director)

GANA RESTAURANT WEMBLEY LTD

Accepted by:

[Employee Name] Date: _____

Page 3



01.07.2024

GANA RESTAURANT WEMBLEY LTD 24, Ealing Rd, Wembley HA0 4TL

_			
Dear			

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: (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 http://www.ganacafe.com

63



- Free meals
- Bonuses
- Career development
- o 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 GANA RESTAURANT WEMBLEY LTD is subject to the following terms and conditions:

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Yours sincerely,

(Director)

GANA RESTAURANT WEMBLEY LTD

Accepted by:

[Employee Name]	
Date:	

Page 3



01.07.2024

GANA RESTAURANT WEMBLEY LTD 24, Ealing Rd, Wembley HA0 4TL

Dear

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: (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
- o 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

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**.
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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

Yours sincerely,

(Director)

GANA RESTAURANT WEMBLEY LTD

Accepted by:

[Emple	oyee Name]		
Date:			

Page 3



01.07.2024

GANA RESTAURANT WEMBLEY LTD 24, Ealing Rd, Wembley

	1	
Dear		

Offer of Employment

HA0 4TL

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: (Director)

Compensation and Benefits

- 1. Salary: Your starting salary will be $\pounds 12$ 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:



- Free meals
- Bonuses
- Career development
- o 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:

- 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 for 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

Yours sincerely,

(Director)

GANA RESTAURANT WEMBLEY LTD

Accepted by:

[Employee Name] Date:

Page**3**



GANA RESTAURANT WEMBLEY LTD 24, Ealing Rd, Wembley HA0 4TL

Dear

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: (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:



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

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

- Preparing the food for cooking
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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.



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 0208 903 7004.

Yours sincerely,

(Director)

GANA RESTAURANT WEMBLEY LTD

Accepted by:

[Employee Name] Date:

 $P_{age}3$



GANA RESTAURANT WEMBLEY LTD 24, Ealing Rd, Wembley HA0 4TL

Dear			

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: (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:



- Free meals
- Bonuses
- Career development
- \circ Teamwork
- Transportation
- 5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

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

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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:

Page 3



GANA RESTAURANT WEMBLEY LTD 24, Ealing Rd, Wembley HA0 4TL

Dear

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

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

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.

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:

[Employe	e Name]	
Date:		

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GANA RESTAURANT WEMBLEY LTD 24, Ealing Rd, Wembley HA0 4TL

Dear

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: (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:



- Free meals
- Bonuses
- Career development
- o Teamwork
- Transportation
- 5. **Holidays:** You are entitled to 28 days of annual leave per year, plus public holidays in accordance with the company policy.

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:

- 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.



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

Yours sincerely,

(Director)

GANA RESTAURANT WEMBLEY LTD

Accepted by:

[Employee Name] Date:

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