Open Agenda

# Licensing Sub-Committee

Thursday 1 October 2026
10.00 am
Online/Virtual

**Membership**

Councillor Ruth Bannister
Councillor Margy Newens
Councillor Bill Williams

**Reserves**

Councillor Andy Higson

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**INFORMATION FOR MEMBERS OF THE PUBLIC**

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**Access to information**

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**Contact**
Andrew Weir by email: andrew.weir@southwark.gov.uk

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Members of the committee are summoned to attend this meeting
**Althea Loderick**
Chief Executive
Date: 29 September 2026

PRINTED ON RECYCLED PAPER

# Licensing Sub-Committee

Thursday 1 October 2026
10.00 am
Online/Virtual

# Order of Business

| Item No. | Title | Page No. |
|---|---|---|
| | **PART A - OPEN BUSINESS** | |
| **1.** | **ELECTION OF CHAIR**<br><br>To elect the chair for this meeting. | |
| **2.** | **APOLOGIES**<br><br>To receive any apologies for absence. | |
| **3.** | **CONFIRMATION OF VOTING MEMBERS**<br><br>A representative of each political group will confirm the voting members of the committee. | |
| **4.** | **NOTIFICATION OF ANY ITEMS OF BUSINESS WHICH THE CHAIR DEEMS URGENT**<br><br>In special circumstances, an item of business may be added to an agenda within five clear days of the meeting. | |
| **5.** | **DISCLOSURE OF INTERESTS AND DISPENSATIONS**<br><br>Members to declare any interests and dispensation in respect of any item of business to be considered at this meeting. | |
| **6.** | **LICENSING ACT 2003: QUICKSTOP (ALSO KNOWN AS S&R SUPERMARKET), 285 SOUTHWARK PARK ROAD, LONDON SE16 3TP – REVIEW** | 1 - 338 |
| | **ANY OTHER OPEN BUSINESS AS NOTIFIED AT THE START OF THE MEETING AND ACCEPTED BY THE CHAIR AS URGENT.** | |

| Item No. | Title | Page No. |
|---|---|---|

**PART B - CLOSED BUSINESS**

**EXCLUSION OF PRESS AND PUBLIC**

The following motion should be moved, seconded and approved if the sub-committee wishes to exclude the press and public to deal with reports revealing exempt information:

> "That the public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in paragraphs 1-7, Access to Information Procedure rules of the Constitution."

**ANY OTHER CLOSED BUSINESS AS NOTIFIED AT THE START OF THE MEETING AND ACCEPTED BY THE CHAIR AS URGENT.**

Date: 29 September 2026

Agenda Item 6

| | |
|---|---|
| **Meeting Name:** | Licensing Sub-Committee |
| **Date:** | 1 October 2026 |
| **Report title:** | Licensing Act 2003: Quickstop (Also Known As S&R Supermarket), 285 Southwark Park Road, London SE16 3TP - Review |
| **Ward(s) or groups affected:** | South Bermondsey |
| **Classification:** | Open |
| **Reason for lateness (if applicable):** | Not applicable |
| **From:** | Strategic Director of Environment, Sustainability and Leisure |

**RECOMMENDATION**

1. That the licensing sub-committee considers a review of a premises licence under Section 51 of the Licensing Act 2003 (the Act) as a result of Section 167 of the Act (the receipt by the Licensing Authority of a Closure Order) for the licence held by Thanbir Ahmed Raju for the premises known as Quickstop (also known as S&R Supermarket) at 285 Southwark Park Road, London SE16 3TP.

2. Notes:

   a) The grounds for the review are stated in paragraphs 12 to 26 of this report. A copy of the premises licence review application is attached as Appendix B.

   b) The review application is supported by representations submitted by trading standards, the Metropolitan Police Service and the licensing authority as responsible authorities (Appendix C). Details of the representations are provided in paragraphs 27 to 32.

   c) A map of the area that the premises are located in is attached as Appendix D.

   d) A copy of the Council's approved procedure for hearings of the sub-committee in relation to an application made under the Licensing Act 2003, along with a copy of the hearing regulations, has been circulated to all parties to the meeting.

## BACKGROUND INFORMATION

### The Licensing Act 2003

3. The Licensing Act 2003 provides a licensing regime for:

   - The sale of and supply of alcohol
   - The provision of regulated entertainment
   - The provision of late-night refreshment.

4. Within Southwark, the licensing responsibility is wholly administered by this Council.

5. The Act requires the licensing authority to carry out its functions under the Act with a view to promoting the four stated licensing objectives. These are:

   - The prevention of crime and disorder
   - The promotion of public safety
   - The prevention of nuisance
   - The protection of children from harm.

6. In carrying out its licensing functions, a licensing authority must also have regard to:

   - The Act itself
   - The guidance to the act issued under Section 182 of the Act
   - Secondary regulations issued under the Act
   - The licensing authority's own statement of licensing policy
   - The application, including the operating schedule submitted as part of the application
   - Relevant representations.

7. The applications process involves the provision of all relevant information required under the Act to the licensing authority with copies provided by the applicant to the relevant responsible bodies. The application must also be advertised at the premises and in the local press. The responsible authorities and other persons within the local community may make representations on any part of the application where relevant to the four licensing objectives.

8. The premises licence once issued remains valid for the life of the business unless surrendered or revoked. However, under section 51 of the Act it remains open to any responsible authority or other person to apply to the local Licensing Authority for a review of the premises licence where there are ongoing concerns regarding one or more of the four stated licensing objectives.

## KEY ISSUES FOR CONSIDERATION

### The premises licence

9. The premises licence allows the provision of licensable activities as follows:

    - The sale by retail of alcohol (off sales only):

        - Monday to Saturday from 08:00 to 23:00
        - Sunday from 10:00 to 22:30.

10. The licence is subject to the mandatory conditions set down under the Act and further conditions consistent with the operating schedule submitted with the application for the licence. A copy of the full premises licence is attached as Appendix A.

### Designated premises supervisor (DPS)

11. The DPS is listed as Thanbir Ahmed Raju, who holds a licence with Lewisham Borough Council and is also the premises licence holder.

### The review application

12. On 17 September 2026, a copy of a Closure Order was received from Southwark Council's Legal Department, having had it forwarded from Croydon Magistrates' Court, which in turn must lead to an automatic review of the premises licence issued in respect of the premises known as Quickstop (also called S&R Supermarket), 285 Southwark Park Road, London SE15 3TP.

13. This follows a previous Closure Order made in May 2026, which began 4 June 2026 and has now been extended by the Court to 4 December 2026.

14. The Court has found that, within the relevant period, in relation to the premises:

    a. That a person has engaged, or is likely to engage in disorderly, offensive, or criminal behaviour on the premises
    **OR**
    b. The use of the premises has resulted or is likely to result in serious nuisance to members of the public
    **OR**
    c. That there has been or is likely to be disorder near those premises associated with the use of those premises
    **AND**
    d. That the order is necessary to prevent the behaviour, nuisance or disorder from continuing, recurring or occurring.

15. This follows an investigation by Southwark Trading Standards of the premises in October 2025 in which during an inspection, single-use, oversized vapes were seized.

16. It was also found that the property was wrongly registered for Business Rates.

17. On 28 October, a test purchaser was sold a packet of Marlboro cigarettes for £9.00. The cigarettes were non-compliant with the relevant tobacco legislation. On that date, a male ran from the shop floor / storeroom out the back of the shop carrying two large holdalls. The male was apprehended and the holdalls were found to contain illicit tobacco.

18. During this inspection 189 packets of 20 cigarettes, 42 x 50g pouches of hand rolling tobacco, 11 tubs of nicotine pouches and 79 vaping devices were seized, all of which were non-compliant with the relevant tobacco legislation.

19. On 12 December 2025 a test purchase was conducted at Quickstop, the test purchaser was sold a carton of Marlboro cigarettes for £80.00. The cigarettes were non-compliant with the relevant tobacco legislation.

20. On 2 February 2026 a test purchase was conducted at Quickstop, the test purchaser was sold a carton of Sterling cigarettes for £60.00. The cigarettes were non-compliant with the relevant tobacco legislation. Also on that date, Trading Standards conducted an inspection at Quickstop. During the inspection 1 packet of illicit hand rolling tobacco and 19 empty cartons of illicit “Top Gun” cigarettes were seized. A full carton contains 200 cigarettes (10 x packets of 20 cigarettes). Top Gun brand tobacco is not legally available in the UK, the product is not compliant with UK legislation. The tobacco and the cartons were non-compliant with the relevant tobacco legislation.

21. On 13 March 2026 a test purchase was conducted at Quickstop, the test purchaser was sold a packet of 20 Benson & Hedges Gold cigarettes for £6.00. The cigarettes were non-compliant with the relevant tobacco legislation.

22. Drugs paraphernalia, including pipes used for class A drugs, blunt wraps used for cannabis and large cigarette papers has been on display for sale at the time of all inspections at Quickstop.

23. On 23 April 2026 a test purchase was conducted at Quickstop, the test purchaser was sold a sleeve of 20 Platinum Seven cigarettes for £60.00. The cigarettes were non-compliant with the relevant tobacco legislation.

24. On 15 May 2026, a test purchase was conducted at Quickstop, the test purchaser was sold illicit tobacco. The cigarettes were non-compliant with the relevant tobacco legislation.

25. Between the period of October 2025 and March 2026 there were 189 packets of cigarettes seized, 19 empty cartons of illicit cigarettes, 43 pouches of illicit hand rolling tobacco, 85 illicit vapes, 11 non-duty tubs of nicotine pouches and 5 sales of illicit cigarettes to a test purchaser.

26. While there is no physical copy of a review application, the Closure Order from the Court automatically initiates the review procedure. A copy of the Closure Order and the extension, along with a copy of the original bundle are available in Appendix B.

**Representations from responsible authorities**

27. There are three representations submitted in relation to the review application by trading standards, the Metropolitan Police Service and licensing in their roles as responsible authorities.

28. The representation from trading standards provides details of the Closure and the enforcement history that led up to the matters being heard by the Court. While the information provided by yrading standards notes that Mr Raju was not involved in the business supplying illicit tobacco, he remains the licence holder (and DPS) and is ultimately responsible for the lawful running of the premises. The sub-committee is invited to consider if Mr Raju's conduct, after being put on notice of that activity, demonstrated sufficient control, oversight and commitment to the promotion of the licensing objectives.

29. The representation from the police supports the review, again noting Mr Raju's lack of involvement in the criminality, but remains in overall lawful control of the premises. This has led to a lack of confidence in his ability to remain as licence holder. There are concerns that no meaningful changes have been implemented or that a suitable independent operator has been identified for the premise. Consequently, the Metropolitan Police Service remains concerned that permitting the premises to recommence trading would present a significant risk of further criminal activity and have therefore lost confidence in the management of the premises.

30. The representation from licensing as a responsible authority mirrors that of trading standards and the police and therefore supports the review process; as the evidence leading to the Closure Order demonstrates serious concerns regarding the operation and management of the premises. It also raises significant questions as to whether the premises can continue to operate in a manner in which it can sufficiently promote the licensing objectives.

31. The representations are available in Appendix C.

**Representations from other persons**

32. There are no representations from other persons.

**Operating History**

33. There has been a licence for off sales of alcohol in place since 2005, when it was known as 'Terry's Newsagents'. It was transferred to Thanbir Ahmed Raju in February 2022, with the DPS also subsequently varied to Mr Raju in March 2023.

34. There are no recent complaints to the licensing authority in the last 12 months, though trading standards separately refer to a complaint received via an intelligence report, as part of their submissions.

35. There is no history of temporary event notices.

**The local area**

36. A map of the local area is attached as Appendix D. The following is a list of other licensed premises in the immediate vicinity (100 metres only):

**Ancient Foresters, 282 Southwark Park Road, London SE16 2HB**

- The sale by retail of alcohol (both on and off sales):
    - Monday to Friday from 13:00 to 23:00
    - Saturday from 12:00 to 00:00
    - Sunday from 12:00 to 22:30
- The provision of late night refreshment (indoors):
    - Monday to Thursday from 23:00 to 01:30
    - Friday and Saturday from 23:00 to 02:30
    - Sunday from 12:00 to 23:30
- The provision of regulated entertainment in the form of live and recorded music and anything similar (indoors):
    - Monday to Thursday from 09:00 to 01:00
    - Friday and Saturday from 09:00 to 03:00
    - Sunday from 09:00 to 23:00

**Times Kebab, 283 Southwark Park Road, London SE16 3TP**

- Late night refreshment:
    - Monday to Sunday from 23:00 to 00:00

**Morleys Chicken, 275 Southwark Park Road, London SE16 3TP**

- Late night refreshment:
    - Monday to Sunday from 23:00 to 00:00

**Costcutter, 257-256 Southwark Park Road, London SE16 3TP**

- The sale by retail of alcohol (off sales):
    - Monday to Sunday from 09:00 to 23:00

**Southwark Council statement of licensing policy**

37. Council assembly approved Southwark's statement of licensing policy 2026 -2031 on 18 March 2026 and it came into effect on 19 March 2026.

38. Sections of the statement that are of relevance to the sub-committee's consideration are:

- Chapter 3 - Purpose and scope of the policy. This reinforces the four licensing objectives and the fundamental principles upon which this authority relies in determining licence applications.

- Chapter 5 – Determining applications for premises licenses and club premises certificates. This explains how the policy works and considers issues such as location; high standards of management; and the principles behind condition setting.

- Chapter 6, paragraphs 112-118 and Appendix B – Local cumulative impact policies. This sets out this authority's approach to cumulative impact and defines the boundaries of the current special policy areas and the classifications of premises to which they apply. To be read in conjunction with Appendix B to the policy.

- Chapter 7 – Hours of operation. This provides a guide to the hours of licensed operation that this Authority might consider appropriate by type of premises and (planning) area classification.

- Chapter 8, paragraphs 138-146 – The prevention of crime and disorder. This provides general guidance on the promotion of the first licensing objective.

- Chapter 8, paragraphs 147-151 – Public safety. This provides general guidance on the promotion of the second licensing objective.

- Chapter 8, paragraphs 152-155 – The prevention of public nuisance. This provides general guidance on the promotion of the third licensing objective.

- Chapter 8, paragraphs 162-195 – The protection of children from harm. This provides general guidance on the promotion of the fourth licensing objective.

39. The purpose of Southwark's statement of licensing policy is to make clear to applicants what considerations will be taken into account when determining applications and should function as a guide to the sub-committee when considering the applications. However, the sub-committee must always consider each application on its own merits and allow exceptions to the normal policy where these are justified by the circumstances of the application.

40. Members should take into consideration the Southwark statement of licensing policy, the Section 182 Guidance and the National Licensing Policy Framework for the hospitality and leisure sectors England and Wales November 2025 when making decisions. The links for these are below:

Southwark policy:

Licensing Act 2003: Statement of Licensing Policy 2026 to 2031

Section 182 Guidance:

Revised guidance issued under section 182 of the Licensing Act 2003 (February 2026) (accessible version) - GOV.UK

National Licensing Policy Framework for hospitality and leisure sectors:

National Licensing Policy Framework for the hospitality and leisure sectors - GOV.UK

**Cumulative impact area (CIA)**

41. As per Southwark's Statement of Licensing Policy, the premises is located outside of a Cumulative Impact Area (CIA), and The Blue local town centre which states the following:

- Times for off licences: Monday to Sunday until 11:00 to 00:00

**Climate change implications**

42. Following council assembly on 14 July 2021, the council is committed to considering the climate change implications of any decisions.

43. Climate change is not a legal factor in the consideration of a grant of a premises license under the current licensing objectives, however members can make enquiries and request an agreement from applicants to promote the reduction of the impact of climate change that may be caused by the operation of the premises.

44. Examples of such an agreement may be:

- Not to use single use plastics, such as disposable plastic glasses, when selling alcohol at the premises.

- Encourage patrons not to drive to venues by providing details of public transport on their webpages/tickets.

45. The council's climate change strategy is available at:

https://www.southwark.gov.uk/sites/default/files/2024-12/Climate%20Change%20Strategy%20%28July%202021%29%20%287%29.pdf

**Community, equalities (including socio-economic) and health impacts**

**Community impact statement**

46. Each application is required by law to be considered upon its own individual merits with all relevant matters taken into account.

**Equalities (including socio-economic) impact statement**

47. This report does not result in a policy decision and each application is required to be considered upon its own individual merits with all relevant matters taken into account. In considering the recommendations of this report, due regard must be given to the public sector equality duty set out in section 149 of the Equality Act 2010. This requires the council to consider all individuals when carrying out its functions.

48. Importantly, the council must have due regard to the need to eliminate discrimination, harassment, victimisation, or other prohibited conduct; advance equality of opportunity and foster good relations between people who have protected characteristics and those who do not. The relevant protected characteristics are age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation. The public sector equality duty also applies to marriage and civil partnership, but only in relation to the need to eliminate discrimination, harassment, victimisation, or other prohibited conduct.

49. The equalities impact statement for licensing decisions is contained within the Southwark statement of licensing Policy 2026 – 2031:

    Licensing Act 2003: Statement of Licensing Policy 2026 to 2031

**Health impact statement**

50. Health impacts cannot be considered by law when making decisions under the Licensing Act 2003.

**Resource implications**

51. There is no fee associated with this type of review.

**Consultation**

52. Consultation has been carried out on this application in accordance with the provisions of the Licensing Act 2003.

**Community impact statement**

53. Each application is required by law to be considered upon its own individual merits with all relevant matters taken into account.

**SUPPLEMENTARY ADVICE FROM OTHER OFFICERS**

**Interim Director of Law and Governance**

54. The sub-committee is asked to determine, under Section 51 of the Licensing Act 2003, following an application, made under Section 51 of the same act, for a review of premises licence. At any stage, following the grant of a premises licence, a responsible authority or any other person may ask the licensing authority to review the licence because of a matter arising at the premises in connection with any of the four licensing objectives.

55. The principles, which sub-committee members must apply, are set out below.

**Principles for making the determination**

56. Under Section 51 the licensing authority must hold a hearing to determine the review and any relevant representations.

57. The four licensing objectives are:

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

58. Each objective must be considered to be of equal importance. The authority must, having regard to the application and any relevant representations, take such of the following steps as it considers appropriate for the promotion of the licensing objectives. The steps are to:

- Modify the conditions of the licence by altering, omitting or adding any condition
- Exclude a licensable activity from the scope of the licence
- Remove the designated premises supervisor
- Suspend the licence for a period not exceeding three months
- Revoke the licence.

59. For the purpose of determining a relevant representation under section 52 of the Act a “relevant representation” means representations which:

- Are relevant to one or more of the licensing objectives
- Are made by the holder of the premises licence, a responsible authority or an other person within the prescribed period
- Have not been withdrawn
- If made by another person (who is not also a responsible authority), that they are not, in the opinion of the relevant licensing authority frivolous or vexatious.

60. Modifications of conditions and exclusions of licensable activities may be imposed either permanently or for a temporary period of up to three months.

61. The authority may decide that no action is necessary if it finds that the review does not require it to take any steps appropriate to promote the licensing objectives.

62. In deciding what remedial action if any it should take, the authority must direct its mind to the causes or concerns that the representations identify. The remedial action should generally be directed at these causes and should always be no more than an appropriate and proportionate response.

63. It is of particular importance that any detrimental financial impact that may result from a licensing authority’s decision is appropriate and proportionate to the promotion of the licensing objectives in the circumstances that gave rise to the application for review.

**Reasons**

64. Where the authority determines an application for review it must notify the determination and reasons why for making it to:

- The holder of the licence
- The applicant
- Any person who made relevant representations
- The chief officer of police for the area (or each police area) in which the premises are situated.

**Hearing procedures**

65. Subject to the licensing hearing regulations, the licensing committee may determine its own procedures. Key elements of the regulations are that:

- The hearing shall take the form of a discussion led by the authority. Cross examination shall not be permitted unless the authority considered that it is required for it to consider the representations

- Members of the authority are free to ask any question of any party or other person appearing at the hearing

- The committee must allow the parties an equal maximum period of time in which to exercise their rights to:

    - Address the authority
    - If given permission by the committee, question any other party.
    - In response to a point which the authority has given notice it will require clarification, give further information in support of their application.

- The committee shall disregard any information given by a party which is not relevant:

    - To the particular application before the committee, and
    - The licensing objectives.

- The hearing shall be in public, although the committee may exclude the public from all or part of a hearing where it considers that the public interest in doing so outweighs the public interest in the hearing, or that part of the hearing, taking place in private

- In considering any representations or notice made by a party the authority may take into account documentary or other information produced by a party in support of their application, representations or notice (as applicable) either before the hearing or, with the consent of all the other parties, at the hearing.

66. This matter relates to the review of the premises licence under section 51 of the Licensing Act 2003. Regulation 26(1) (a) requires the sub-committee to make its determination at the conclusion of the hearing.

**Council's multiple roles and the role of the licensing sub-committee**

67. Sub-committee members will note that, in relation to this application, the council has multiple roles. Council officers from various departments have been asked to consider the application from the perspective of the council as authority responsible respectively for environmental health, trading standards, health and safety and as the planning authority.

68. Members should note that the licensing sub-committee is meeting on this occasion solely to perform the role of licensing authority. The sub-committee sits in quasi-judicial capacity, and must act impartially. It must offer a fair and unbiased hearing of the application. In this case, members should disregard the council's broader policy objectives and role as statutory authority in other contexts. Members must direct themselves to making a determination solely based upon the licensing law, guidance and the council's statement of licensing policy.

69. As a quasi-judicial body the licensing sub-committee is required to consider the application on its merits. The sub-committee must take into account only relevant factors, and ignore irrelevant factors. The decision must be based on evidence, that is to say material, which tends logically to show the existence or non-existence of relevant facts, or the likelihood or unlikelihood of the occurrence of some future event, the occurrence of which would be relevant. The licensing sub-committee must give fair consideration to the contentions of all persons entitled to make representations to them.

70. The licensing sub-committee is entitled to consider events outside of the premises if they are relevant, i.e. are properly attributable to the premises being open. The proprietors do not have to be personally responsible for the incidents for the same to be relevant. However, if such events are not properly attributable to the premises being open, then the evidence is not relevant and should be excluded. Guidance is that the licensing authority will primarily focus on the direct impact of the activities taking place at the licensed premises on members of the public, living, working or engaged in normal activity in the area concerned.

71. Members will be aware of the council's code of conduct which requires them to declare personal and prejudicial interests. The code applies to members when considering licensing applications. In addition, as a quasi-judicial body, members are required to avoid both actual bias, and the appearance of bias.

72. The sub-committee can only consider matters within the application that have been raised through representations from other persons and responsible authorities.

73. Under the Human Rights Act 1998, the sub committee needs to consider the balance between the rights of the applicant and those making representations to the application when making their decision. The sub-committee has a duty under section 17 Crime and Disorder Act 1998 when making its decision to do all it can to prevent crime and disorder in the borough.

74. Other persons, responsible authorities and the applicant have the right to appeal the decision of the sub-committee to the magistrates' court within a period of 21 days beginning with the day on which the applicant was notified by the licensing authority of the decision to be appealed against.

**Guidance**

75. Members are required to have regard to the Home Office guidance in carrying out the functions of licensing authority. However, guidance does not cover every possible situation, so long as the guidance has been properly and carefully understood, members may depart from it if they have reason to do so. Full reasons must be given if this is the case.

**Strategic Director of Resources**

76. The head of community safety and enforcement has confirmed that the costs of this process are borne by the service.

**REASONS FOR LATENESS**

77. Under Section 167 of the Licensing Act 2003, the licensing authority is obliged to hold a review hearing, to consider steps that may be placed on the premises licence, within 10 working days beginning with the day after the day the licensing authority receives the notice of a Closure Order, given under Section 165(4) of the Licensing Act 2003.

78. Due to the fact that the consultation period ended less than five clear working days before the hearing date, it was not possible to adhere to the normal five clear working days notice.

**REASONS FOR URGENCY**

79. On the receipt of a notice of a Closure Order, the council has a duty under Section 167 of the Licensing Act 2003 to hold a review hearing within the statutory timescales set out in paragraph 77 above.

**BACKGROUND DOCUMENTS**

| Background papers | Held At | Contact |
|---|---|---|
| Licensing Act 2003<br><br>Home Office Revised Guidance to the Act<br><br>Secondary Regulations<br><br>Southwark Statement of Licensing Policy<br><br>Case file | Southwark Licensing, C/o Community Safety & Enforcement, 160 Tooley Street, London, SE1 2QH | Mrs. Esther Jones<br>Tel: 020 7525 0752 |

## APPENDICES

| No. | Title |
|---|---|
| Appendix A | Copy of the current premises licence |
| Appendix B | Copy of the Closure Order, Extension and associated Court bundle |
| Appendix C | Representations from responsible authorities |
| Appendix D | Map of local area |

## AUDIT TRAIL

| | | |
|---|---|---|
| **Lead Officer** | Aled Richards, Strategic Director Environment, Sustainability and Leisure | |
| **Report Author** | Andrew Heron, Principal Licensing Officer | |
| **Version** | Final | |
| **Dated** | 28 September 2026 | |
| **Key Decision?** | No | |
| **CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER** | | |
| **Officer Title** | **Comments sought** | **Comments included** |
| Interim Director of Law and Governance | Yes | Yes |
| Strategic Director of Resources | Yes | Yes |
| **Cabinet Member** | No | No |
| Date final report sent to Constitutional Team | | 28 September 2026 |

**APPENDIX A**

# Licensing Act 2003
# Premises Licence

Regulatory Services
Licensing Unit
Hub 1, 3rd Floor
PO Box 64529
London SE1P 5LX

**Premises licence number** 879840

**Part 1 - Premises details**

| **Postal address of premises, or if none, ordnance survey map reference or description** | |
|---|---|
| Smaller & Reggie<br>285 Southwark Park Road<br>London<br>SE16 3TP<br><br>Ordnance survey map reference (if applicable),<br>534700178822 | |
| **Post town**<br>London | **Post code**<br>SE16 3TP |
| **Telephone number**<br>[redacted] | |

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

**Licensable activities authorised by the licence**

Sale by retail of alcohol to be consumed off premises

**The opening hours of the premises**

For any non standard timings see **Annex 2**

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

Sale by retail of alcohol to be consumed off premises

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

For any non standard timings see Annex 2 of the full premises licence

**Sale by retail of alcohol to be consumed off premises**

| | |
|---|---|
| Monday | 08:00 - 23:00 |
| Tuesday | 08:00 - 23:00 |
| Wednesday | 08:00 - 23:00 |
| Thursday | 08:00 - 23:00 |
| Friday | 08:00 - 23:00 |
| Saturday | 08:00 - 23:00 |
| Sunday | 10:00 - 22:30 |

**Part 2**

**Name, (registered) address, telephone number and email (where relevant) of holder of premises licence**
Thanbir Ahmed Raju
[redacted]

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

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

Thanbir Ahmed Raju
[redacted]

**Personal licence number and issuing authority of personal licence held by designated premises supervisor where the premises licence authorises for the supply of alcohol**
Licence [redacted]
Authority. L.B Lewisham

Licence Issue date 20/03/2023

[redacted]

Head of Regulatory Services
Hub 1, 3rd Floor
PO Box 64529
London, SE1P 5LX
020 7525 5748
licensing@southwark.gov.uk

**Annex 1 - Mandatory conditions**

**100** No supply of alcohol may be made under the Premises Licence -
a. At a time when there is no Designated Premises Supervisor in respect of the Premises Licence; or
b. At a time when the Designated Premises Supervisor does not hold a Personal Licence or his Personal Licence is suspended.

**101** Every supply of alcohol under the Premises Licence must be made, or authorised by, a person who holds a Personal Licence.

**488** (1) The premises licence holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
(2) The designated premises supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
(3) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either
(a) a holographic mark; or
(b) an ultraviolet feature.

**491** 1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.

2. For the purpose of the condition set out in paragraph (1):
(a) “duty” is to be construed in accordance with the Alcoholic Liquor Duties Act 1979;
(b) "permitted price" is the price found by applying the formula

P = D + (D x V),
where-
(i) P is the permitted price,
(ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and
(iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
(c) "relevant person" means, in relation to premises in respect of which there is in force a premises licence –
(i) the holder of the premises licence:
(ii) the designated premises supervisor (if any) in respect of such a licence; or

(iii) the personal licence holder who makes or authorises a supply of alcohol under such a licence;
(iv) "relevant person" means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
(v)"value added tax" means value added tax charged in accordance with the Value Added Tax Act 1994.

3. Where the permitted price given by paragraph (b) of paragraph 2 would (apart from this paragraph) not be a whole number of pennies, the price given by that sub-paragraph shall be taken to be the price actually given by that sub-paragraph rounded up to the nearest penny.

4. (1) Sub-paragraph (2) applies where the permitted price given by paragraph (b) of paragraph 2 on a day ("the first day") would be different from the permitted price on the next day ("the second day") as a result of a change to the rate of duty or value added tax;
(2) the permitted price which would apply on the first day applies to sales or supplies of alcohol which take place before the expiry of the period of 14 days beginning on the second day.

**Annex 2 - Conditions consistent with the operating Schedule**

**124** Alcohol shall not be sold or supplied except during the permitted hours. In this condition the permitted hours means:

a. On weekdays, other than Christmas Day, 8.00.a.m. to 11.00.p.m.
b. On Sundays, other than Christmas Day, 10.00.a.m. to 10.30.p.m.
c. On Christmas day, 12 noon to 3.00.p.m. and 7.00.p.m. to 10.30.p.m.
d. On Good Friday, 8.00.a.m. to 10.30.p.m.

The above restrictions do not prohibit:

i) During the first twenty minutes after the above hours, the taking of the alcohol from the premises, unless the alcohol is supplied or taken in an open vessel
ii) The ordering of alcohol to be consumed off the premises, or the dispatch by the vendor of the alcohol so ordered;
iii) The sale of alcohol to a trader or club for the purposes of the trade or club ;
iv) The sale or supply of alcohol to any canteen or mess, being a canteen in which the sale or supply of alcohol is carried out under the authority of the Secretary of State or an authorised mess of members of Her Majesty's naval, military or air forces .

**125** Alcohol shall not be sold in an open container or be consumed in the licensed premises.

**127** Alcohol shall not be sold or supplied unless it is paid for before or at the time when it is sold or supplied, except alcohol sold or supplied:
a. With and for consumption at a meal supplied at the same time, consumed with the meal and paid for together with the meal;
b. For consumption by a person residing in the premises or his guest and paid for together with his accommodation;
c. To a canteen or mess.

**Annex 3 - Conditions attached after a hearing by the licensing authority**

**Annex 4 - Plans - Attached**

| | |
|---|---|
| Licence No. | 879840 |
| Plan No. | N/A |
| Plan Date | June 2006 |

**Closure Order** **APPENDIX B**

**(Anti-Social Behaviour, Crime and Policing Act 2014, Part 4, Chapter 3, Section 82)**

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**CROYDON MAGISTRATES' COURT**
Sitting at:
**Barclay Road,**
**Croydon**
**CR9 3NG**

**Court Code: 2576**

Re: **Quickstop, 285 Southwark Park Road, London, SE16 3TP**

**('the Premises')**

Upon the application of Doreen Forrester-Brown of The London Borough of Southwark, of 160 Tooley Street, LONDON, SE1P 5LX:

The Court heard the matters shown below and made the following orders listed.

The Court has found that, within the relevant period, in relation to the Premises

(a) that a person has engaged, or is likely to engage in disorderly, offensive, or criminal behaviour on the Premises
OR
(b) the use of the Premises has resulted or is likely to result in serious nuisance to members of the public
OR
(c) that there has been or is likely to be disorder near those Premises associated with the use of those premises
AND
(d) that the order is necessary to prevent the behaviour, nuisance or disorder from continuing, recurring or occurring

**Matters and orders**

An application for a closure order following service of a notice on **21 May 2026** in respect of the Premises, pursuant to section 80 of the Anti-Social Behaviour, Crime and Policing Act 2014

**A Closure Order is made for Quickstop, 285 Southwark Park Road, London, SE16 3TP for 3 months. Access is prohibited to all persons, at all times, to all persons. The Order is to last until 3 pm on 4 September 2026. This Order applies to the whole Premises.**

**The Court in issuing this Closure Order prohibits anyone from remaining on or entering the Premises subject to the following exceptions:**

1. **Any member of the Emergency Services**
2. **Royal Mail services and / or mailing and delivery services**
3. **Employees or the nominated and duly appointed agents the London Borough of Southwark in respect of the security, maintenance and repair of the Premises or duties related directly to the operation and administration of this Order**
4. **Any other person if accompanied by an on-duty Police Officer**
5. **Mr Raju and/or his authorised agents or servants for the sole purpose of showing the premises to new prospective tenants, licensees or purchasers, when accompanied by an officer from the London Borough of Southwark.**
6. **A person falling within paragraph 4 above who is being shown the premises by Mr Raju, his authorised agents or servants.**

# Closure Order - Extension

**(Anti-Social Behaviour, Crime and Policing Act 2014, Part 4, Chapter 3, Section 82)**

---

**Croydon Magistrates Court**

Sitting at:
**Barclay Road,**
**Croydon**
**CR9 3NG**

(Code 2576)

Date: 2nd September 2026

---

Address:

**Blocks 'Quickstop'. 285 Southwark Park Road,**
**SE16 3TP ('the Premises')**

---

On application of John Scarborough of the London Borough of Southwark:

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Name of Applicant Authority: The London Borough of Southwark

---

Address of Applicant Authority: 160 Tooley Street, London SE1 2QH

---

On 4th June 2026 the Croydon Magistrates Court issued a Closure Order (2) in relation to the Premises, above.

This Court is satisfied that it is necessary for the period of the Order to be extended to prevent the occurrence, recurrence or continuance of:

(a) serious and significant disorder, disorderly, offensive or criminal behaviour on the premises,

(b) serious nuisance to members of the public resulting from the use of the premises, or

(c) disorder near the premises associated with the use of the premises,

and is also satisfied that the appropriate consultee has been consulted about the intention to make the application.

Accordingly, an extension of this Closure Order is granted, pursuant to section

82 of the Anti-Social Behaviour, Crime and Policing Act 2014, in respect of the address specified above, for a further period of (maximum of three months).

A Closure Order is an order prohibiting access to the premises for a period specified in the order.

This Closure Order extension prohibits access by all persons (except those specified or those of a specified description) at all times (unless specified) in all circumstances (unless specified), for a period of (maximum of three months)

**starting at 3pm on 4th September 2026 and ending at 3pm on 4th December 2026.**

Subject to the following exceptions:

1. **Any member of the Emergency Services**
2. **Royal Mail services and / or mailing and delivery services**
3. **Employees or the nominated and duly appointed agents the London Borough of Southwark in respect of the security, maintenance and repair of the Premises or duties related directly to the operation and administration of this Order**
4. **Any other person if accompanied by an on-duty Police Officer**
5. **Mr Raju and/or his authorized agents or servants for the sole purpose of showing the Premises to new and prospective tenants, licensees or purchasers, when accompanied by an officer from the London Borough of Southwark**
6. **A person falling within paragraph 5 above who is being shown the Premises by Mr Raju, his authorized agents or servants**

A person who without reasonable excuse remains on or enters the premises in contravention of a Closure Order commits an offence under section 86 (2) of the Anti-social Behaviour, Crime and Policing Act 2014, liable on summary conviction to imprisonment not exceeding 51 weeks and / or an unlimited fine.

District Judge / Justice of the Peace

[redacted]

[By order of the clerk of the court

Date: 2nd September 2026

Croydon Magistrates' Court (2576)
Email: southlondonmc@justice.gov.uk
Telephone: 0300 303 0645

LONDON BOROUGH OF SOUTHWARK
160 Tooley Street
London
SE1 2QH

Case number: **012600472470**

# Orders

The court has heard the matters shown below and made the orders listed.

**By Order of the Court**

Date: 2 September 2026

***Justices' Clerk***

## Matters and orders

012600472470/1
Application to extend a closure order for nuisance or disorder, in respect of premises at Quickstop, 285 Southwark Park Road, SE16 3TP, made on 04/06/2026 by Croydon Magistrates Court.
Pursuant to section 82 of the Anti-social Behaviour, Crime and Policing Act 2014.

QUICKSTOP to pay costs of £2593.60 to LB of Southwark.

COPY

7. **The premises may be cleared of existing stock by [redacted] in the presence of a Police Officer**

**To do so would render them liable to arrest. If anyone does anything which they are prohibited from doing by this order, they shall be liable on summary conviction to a term of imprisonment not exceeding six months or to a fine or to both.**

District Judge

[redacted]

[redacted]

Date: 4 June 2026

Croydon Magistrates' Court (2576)
sitting at Croydon Magistrates' Court
Email: southlondonmc@justice.gov.uk
Telephone: 0300 303 0645

QUICKSTOP
285 Southwark Park Road,
London
SE16 3TP

Case number: **012600472470**

# Orders

The court has heard the matters shown below and made the orders listed.

**By Order of the Court**

Date: 2 September 2026

***Justices' Clerk***

## Matters and orders

012600472470/1
Application to extend a closure order for nuisance or disorder, in respect of premises at Quickstop, 285 Southwark Park Road, SE16 3TP, made on 04/06/2026 by Croydon Magistrates Court.
Pursuant to section 82 of the Anti-social Behaviour, Crime and Policing Act 2014.

**QUICKSTOP to pay costs of £2593.60 to LB of Southwark.**

COPY

Croydon Magistrates' Court (2576)
Email: southlondonmc@justice.gov.uk
Telephone: 0300 303 0645

**Premises:**
Quickstop
285 Southwark Park Road, London
SE16 3TP

Case number: **012600472470**

Respondents: QUICKSTOP

# Closure order

The court has considered a closure order made on 4 September 2026 on the grounds that a person has engaged in anti-social behaviour on the premises and the use of the premises is associated with significant and persistent disorder or persistent serious nuisance to members of the public.

## Order

The premises are to **remain closed** to all persons for a further period of **3 months** from the date of this order.

1 . Any member of the Emergency Services 2. Royal Mail services and I or mailing and delivery services 3. Employees or the nominated and duly appointed agents the London Borough of Southwark in respect of the security, maintenance and repair of the Premises or duties related directly to the operation and administration of this Order 4. Any other person if accompanied by an on-duty Police Officer 5. Mr Raju and/or his authorized agents or servants for the sole purpose of showing the Premises to new and prospective tenants, licensees or purchasers, when accompanied by an officer from the London Borough of Southwark 6. A person falling within paragraph 5 above who is being shown the Premises by Mr Raju, his authorized agents or servants may be admitted onto the premises for the purpose of This Closure Order extension prohibits access by all persons (except those specified or those of a specified description) at all times (unless specified) in all circumstances (unless specified), for a period of (maximum of three months)

## Warning

A person who, remains on or enters the premises in contravention of this order is liable to a fine or imprisonment or both.

**By Order of the Court**

Date: 2 September 2026

***Justices' Clerk***

## Offences

012600472470/1
Application to extend a closure order for nuisance or disorder, in respect of premises at Quickstop, 285 Southwark Park Road, SE16 3TP, made on 04/06/2026 by Croydon Magistrates Court.
Pursuant to section 82 of the Anti-social Behaviour, Crime and Policing Act 2014.

Croydon Magistrates' Court (2576)
Email: southlondonmc@justice.gov.uk
Telephone: 0300 303 0645

QUICKSTOP
285 Southwark Park Road,
London
SE16 3TP

Case number: **012600472470**

Dear Sir or Madam,

LONDON BOROUGH OF SOUTHWARK v QUICKSTOP

I enclose a copy of a court order made in the above case.

**By Order of the Court**

Date: 2 September 2026

***Justices' Clerk***

COPY

Case No:

Croydon Magistrates' Court
In the matter of an application to extend a closure order over Quickstop, 285 Southwark Park Road, SE16 3TP, pursuant to Section 82 of the Anti-Social Behaviour, Crime & Policing Act 2014

BETWEEN The London Borough of Southwark (Trading Standards) Applicant

Persons with an interest in the Premises Respondent(s)

---

Application bundle for 2nd September 2026

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Hearing Date: 2nd September 2026

London Borough of Southwark Council
160 Tooley Street
London
SE1 2QH
{codx}
Tel: Fax: {cofax}
Ref: RU080/132260

INDEX

**A. Extension application, draft summons and draft order**


| | | |
|---|---|---|
| 27/08/2026 | Ext app papers - app | A-1 - A-5 |


**B. Witness statements**


| | | |
|---|---|---|
| 25/08/2026 | PC Lynch | B-6 - B-7 |
| 25/08/2026 | Paul Gander | B-8 - B-29 |
| 27/08/2026 | Justin Miller | B-30 - B-36 |
| 27/08/2026 | Georgie Tear | B-37 - B-42 |


**C. Documents**


| | | |
|---|---|---|
| 04/06/2026 | Closure Order 4/6/26 | C-43 - C-44 |
| 04/06/2026 | Bundle for 4th June hearing | C-45 - C-298 |
| 28/08/2026 | Hearsay Notice | C-299 |

A. Extension application, draft summons and draft order

# Application for an Extension to a Closure Order (Anti-Social Behaviour, Crime and Policing Act 2014- Part 4, Chapter 3, Section 82)

**CROYDON MAGISTRATES' COURT**

**Sitting at:**
**Barclay Road,**
**Croydon**
**CR93NG**

**Court Code:**

(Code 2576)

Date: 28th August 2026

Address:

**'Quickstop'. 285 Southwark Park Road, SE16 3TP**
**('the Premises')**

Application made by: John Scarborough of The London Borough of Southwark

Relevant authorities consulted: Metropolitan Police Service

On 4th June 2026 the Croydon Magistrates Court issued a Closure Order in relation to the Premises, above, for a period of Three (3) Months.

An application is now being made for a Closure Order Extension, as it is believed to be necessary for the period of the Order to be extended to prevent the occurrence, recurrence or continuance of:

(a) serious and significant disorder, disorderly, offensive or criminal behavior on the premises,

(b) serious nuisance to members of the public resulting from the use of the premises, or

(c) disorder near the premises associated with the use of the premises,

The appropriate consultee has been consulted about the intention to make the application.

Application is thus made for a Closure Order Extension for a further period of Three (3) months to cover the period 3pm on 4th September 2026 to 3pm on 4th December 2026.

On application of John Scarborough of the London Borough of Southwark:

[redacted]

John Scarborough, Director of Governance & Law

---

Name of Applicant Authority: London Borough of Southwark

Address of Applicant Authority: 160 Tooley Street, London SE1 2QH

Who [upon oath] states that the information given above is correct.

Taken [and sworn] before me

Justice of the Peace

[By order of the clerk of the court]

# Summons on Application for an Extension to a Closure Order

**(Anti-social Behaviour, Crime and Policing Act 2014, Part 4, Chapter 3, Section 82)**

**Croydon Magistrates Court**

**(Code 2576**)

Date: 28th August 2026

To: **Persons with an interest in 'Quickstop', 285 Southwark Park Road, SE16 3TP**

**AND to whom it may concern**

Address:
**'Quickstop'. 285 Southwark Park Road, SE16 3TP**
**('the Premises')**

You are hereby summoned to appear on **2nd September at 10am**, before the Croydon Magistrates Court, Barclay Road, Croydon CR9 3NG to answer an application for an extension to a Closure Order, which application is attached to this summons.

Justice of the Peace

[By order of the clerk of the court]

NOTE: Where the court is satisfied that this summons was served on you within what appears to the court to be a reasonable time before the hearing or adjourned hearing, it may proceed in your absence or issue a warrant for your arrest.

# Closure Order - Extension

**(Anti-Social Behaviour, Crime and Policing Act 2014, Part 4, Chapter 3, Section 82)**

---

**Croydon Magistrates Court**

Sitting at:
**Barclay Road,**
**Croydon**
**CR9 3NG**

(Code 2576)

Date: 2nd September 2026

---

Address:

**Blocks 'Quickstop'. 285 Southwark Park Road,**
**SE16 3TP ('the Premises')**

---

On application of John Scarborough of the London Borough of Southwark:

---

Name of Applicant Authority: The London Borough of Southwark

---

Address of Applicant Authority: 160 Tooley Street, London SE1 2QH

---

On 4th June 2026 the Croydon Magistrates Court issued a Closure Order (2) in relation to the Premises, above.

This Court is satisfied that it is necessary for the period of the Order to be extended to prevent the occurrence, recurrence or continuance of:

(a) serious and significant disorder, disorderly, offensive or criminal behaviour on the premises,

(b) serious nuisance to members of the public resulting from the use of the premises, or

(c) disorder near the premises associated with the use of the premises,

and is also satisfied that the appropriate consultee has been consulted about the intention to make the application.

Accordingly, an extension of this Closure Order is granted, pursuant to section

82 of the Anti-Social Behaviour, Crime and Policing Act 2014, in respect of the address specified above, for a further period of (maximum of three months).

A Closure Order is an order prohibiting access to the premises for a period specified in the order.

This Closure Order extension prohibits access by all persons (except those specified or those of a specified description) at all times (unless specified) in all circumstances (unless specified), for a period of (maximum of three months)

**starting at 3pm on 4th September 2026 and ending at 3pm on 4th December 2026.**

Subject to the following exceptions:

1. **Any member of the Emergency Services**
2. **Royal Mail services and / or mailing and delivery services**
3. **Employees or the nominated and duly appointed agents the London Borough of Southwark in respect of the security, maintenance and repair of the Premises or duties related directly to the operation and administration of this Order**
4. **Any other person if accompanied by an on-duty Police Officer**
5. **Mr Raju and/or his authorized agents or servants for the sole purpose of showing the Premises to new and prospective tenants, licensees or purchasers, when accompanied by an officer from the London Borough of Southwark**
6. **A person falling within paragraph 4 above who is being shown the Premises by Mr Raju, his authorized agents or servants**

A person who without reasonable excuse remains on or enters the premises in contravention of a Closure Order commits an offence under section 86 (2) of the Anti-social Behaviour, Crime and Policing Act 2014, liable on summary conviction to imprisonment not exceeding 51 weeks and / or an unlimited fine.

District Judge / Justice of the Peace

[By order of the clerk of the court Date: 2nd September 2026

B. Witness statements

RESTRICTED (when complete)

MG 11 (T)

# WITNESS STATEMENT

CJ Act 1967, s.9; MC Act 1980, ss.5A(3)(a) and 5B; Criminal Procedure Rules 2005, Rule 27.1

**Statement of** Mark Lynch ..... URN: | | | | |

Age if under 18 Over 18 ..... (if over 18 insert 'over 18') Occupation: Police Officer .....

This statement (consisting of:..... pages each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated anything in it which I know to be false, or do not believe to be true.

Signature: [redacted] Date: 25/08/2026.....

Tick if witness evidence is visually recorded ☐ *(supply witness details on rear)*

I am a Metropolitan Police Officer with twenty-one (21) years of service. For the past seven years, I have worked within the Southwark Police Licensing and Night Time Economy Team in the role of Licensing Officer.

This statement should be read in conjunction with my previous statement regarding intelligence provided to Southwark Trading Standards and the inspections carried out by Southwark Council Trading Standards officers at Quickstop, 285 Southwark Park Road, London SE16 3TP.

The premises continues to hold a premises licence authorising the sale of alcohol for consumption off the premises. The Metropolitan Police Service Licensing Team fully supports the decision of Southwark Council Trading Standards to issue a Closure Notice on 19th May 2026. A Full Closure Order was subsequently granted by Croydon Magistrates' Court on 04th June 2026 and is due to expire on 4 September 2026.

The Closure Order has assisted in reducing complaints of criminality associated with the premises and the immediate surrounding area. The Premises Licence Holder and Designated Premises Supervisor, Mr Thanbir Ahmed Raju, was the operator of the premises when Trading Standards officers discovered that it was storing and supplying illicit tobacco, vaping products, and nicotine products.

To date, Mr Raju has failed to secure a new operator to take over the running of the business. Should the Closure Order not be extended, there is no reason to believe that Mr Raju would not resume control of the premises in his capacity as Premises Licence Holder and Designated Premises Supervisor.

This raises significant concerns that, should Mr Raju remain in those roles, the premises would return to operating in the same manner as previously identified and would once again become a focal point for illegal activity. Such activity has the potential to encourage further offending, attract individuals involved in criminality to the area. In my view, both the premises and the local community would benefit from a completely new management regime that is committed to upholding and promoting the licensing objectives.

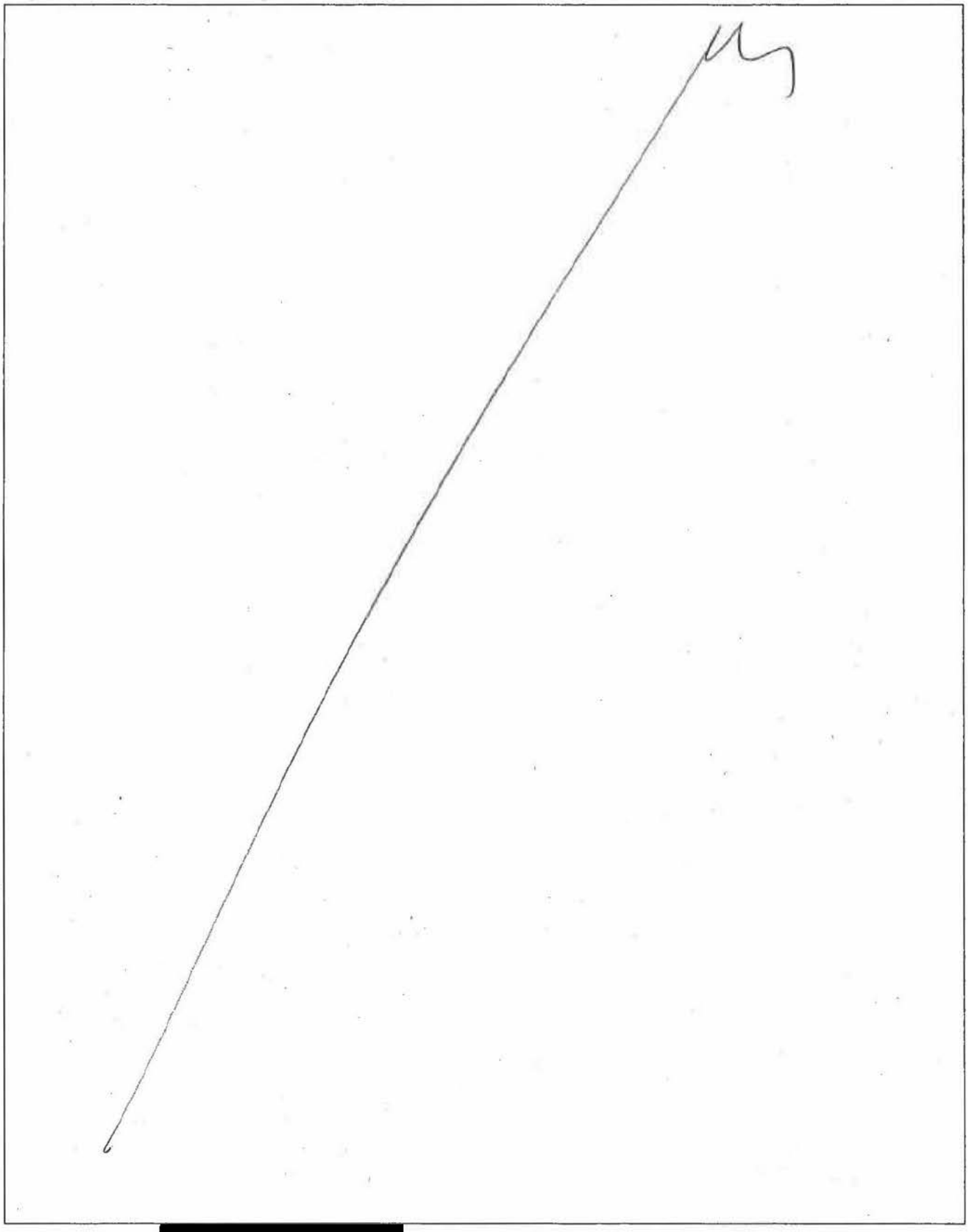
For these reasons, the Metropolitan Police Service supports the application for an extension of the Closure Order.

Signature: [redacted] Signature witnessed by: .....

**RESTRICTED (when completed)**



Continuation of Statement of .....



Signature: [redacted] Signature witnessed by: .....

**SW / CS1**

**SOUTHWARK COUNCIL**

Witness: P. Gander
1st Statement of Witness
Exhibits: PG/1-PG/5
Dated: 25 August 2026

**APPLICATION FOR A CLOSURE ORDER EXTENSION IN ACCORDANCE WITH SECTION 82 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

SOUTHWARK COUNCIL — Applicant

and

PERSONS WITH AN INTEREST IN THE PREMISES 'QUICKSTOP', 285 SOUTHWARK PARK ROAD, SE16 3TP — Defendant

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WITNESS STATEMENT OF
PAUL GANDER

---

I am employed by Southwark Council, make oath and say as follows:

1. I make this statement from information within my own knowledge unless stated otherwise. The information provided in this statement is true to the best of my knowledge and belief.

2. I am employed by the London Borough of Southwark's Trading Standards Service as a Team Leader.

3. This statement relates to the business premises, a local shop, "Quickstop", which was operating at 285 Southwark Park Road, London, SE16 3TP.

**SOUTHWARK COUNCIL**

4. On 4 June 2026 a 3-month closure order was issued by Croydon Magistrates Court in respect of the premises.

5. As part of the closure order certain persons were granted an exception to the prohibition on entering or remaining on the premises including:

    a) Mr Raju and/or his authorised agents or servants for the sole purpose of showing the premises to new prospective tenants, licensees or purchasers, when accompanied by an officer from the London Borough of Southwark.
    b) A person falling within the paragraph above who is being shown the premises by Mr Raju, his authorised agents or servants.
    c) Any other person if accompanied by an on-duty Police Officer

6. The court also permitted that the premises may be cleared of existing stock by in the presence of a Police Officer.

7. On 10 June 2026 I responded to an email from Mr Ahmed Raju regarding access to the property. He had emailed my colleague Ms Tear on 5 June and 8 June but she was on leave and could not respond. I produce a copy of these emails including my response as exhibit PG/1.

8. Also on 10 June I received an email from [redacted] the former tenant of the premises regarding clearance of the premises. Having liaised with local police I responded later that day arranging a date of 23 June 2026. I produce a copy of this email trail as exhibit PG/2.

9. On 12 June 2026 I received an email from Mr Raju regarding arranging a viewing for 18 June 2026. I responded requesting details of who would be attending and he responded back later that day. I responded to this on 15 June 2026 confirming colleagues would be attendance on 18 June 2026 and asking where he was advertising the property. Mr Raju responded back on 15 June saying he was advertising the property on Gumtree and Facebook. I produce a copy of this email trail as exhibit PG/3.

10. On 22nd June 2026 [redacted] confirmed attendance for 23 June 2026 at 10am.

11. On 23rd June 2026 I attended the premises with police officers and my colleague Natalie Harrow to facilitate the clearance of existing stock by [redacted]

12. At the premises there were three men and a van. I requested identification and one of them provided his details as [redacted] and showed me a driving licence. I then emailed [redacted] asking him to confirm the person was working for him which he did. I produce a copy of that email trail and the attachment as exhibit PG/4.

13. It became clear that the operatives wanted to clear the shop of fixtures and fittings as well as the stock. A further email exchange took place between myself and [redacted] I said the Court order only refers to stock and so they concentrated on the stock. As it was clear they would not finish by the time the police had to leave I arranged a further date with the police to offer to [redacted] I produce the email trail as exhibit PG/5.

14. Mr Raju also attended on that date and showed one person around the shop.

15. I have not had any further contact with Mr Raju or [redacted]

16. The council record of information in this statement is derived from records created or received by a person acting in the course of a trade, business, profession, occupation or office. The person supplying the information had or may reasonably be supposed to have had personal knowledge of the matters dealt with. Each person through whom the information passed received the information in the course of their trade, business, profession, occupation or office. The person or persons supplying the information cannot now be reasonably expected to have any recollection of the matters dealt with in the statement.

SW / CS1

**SOUTHWARK COUNCIL**

**STATEMENT OF TRUTH**

**I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth**

**Name: Paul Gander** **Date: 25 August 2026**

**Signature:** [redacted]

Exhibit PG1

**APPLICATION FOR A CLOSURE ORDER EXTENSION IN ACCORDANCE WITH SECTION 82 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

| | |
|---|---|
| SOUTHWARK COUNCIL | Applicant |
| and | |
| PERSONS WITH AN INTEREST IN THE PREMISES 'QUICKSTOP', 285 SOUTHWARK PARK ROAD, SE16 3TP | Defendant |

**EXIBIT PG1**

This is the exhibit referred to in the witness statement of Paul Gander

[redacted]

**Subject:** Access 285 Southwark Park Road
**Date:** 10 June 2026 09:27:00
**Importance:** High

Dear Mr

Ms Tear is away at the moment but she has sent me the emails you have sent her.

I am her manager and I am contacting you to advise about how we will deal with access requests from now on. There is no need to contact or call Ms Tear directly anymore.

Firstly, to ensure your requests are picked up as quickly as possible please only use the following email address on this matter –

tradingstandards@southwark.gov.uk

As you know the closure order includes provisions allowing access to:

- Mr Raju and/or his authorised agents or servants for the sole purpose of showing the premises to new prospective tenants, licensees or purchasers, when accompanied by an officer from the London Borough of Southwark
- Any other person if accompanied by an on-duty Police Officer
- A person falling within the point above who is being shown the premises by Mr Raju, his authorised agents or servant
- in the presence of a Police Officer to clear existing stock

If Mr is wanting to clear the stock out he should contact us directly via the same email address tradingstandards@southwark.gov.uk with some proposed dates. Mr will need to provide proof of identity before arrangements are made. We will then try and arrange police support.

I think it very unlikely the police will be able to stay more than a few hours at any one time so he must bear that in mind.

As Ms Tear suggested it may be best for you to take a video and photos of the premises once emptied to show prospective tenants.

*Regards*

**Paul Gander**
Trading Standards Team Leader
Southwark Council Regulatory Services
3rd Floor Hub 1, PO Box 64529, London SE1P 5LX
Direct line 020 7525 5742 / Call Centre 020 7525 2000

Trading standards | Southwark Council

Need advice on consumer issues? Visit Citizens Advice www.direct.gov.uk/consumer
Need business compliance advice? Visit Business Companion www.businesscompanion.info

**From:** Raju Ahmed [redacted]
**Sent:** Monday, June 8, 2026 3:47 PM
**To:** Tear1, Georgie [redacted]k>
**Subject:** Re: 285 Southwark Park Road

Hi, please can you provide an update to my below email?

On Friday, June 5, 2026, 4:35 pm, Raju Ahmed [redacted] wrote:

> Tenant says he will need maximum 2 days. 9am to 5pm.
>
> On Friday, June 5, 2026, 4:32 pm, Tear1, Georgie [redacted] wrote:
>
> > Dear Mr Raju
> >
> > The closure order only allows entry to other persons if accompanied by a police officer. Please see attached closure order for reference.
> >
> > Therefore, I will ask police to assist and see when they are available. How long does the tenant need?
> >
> > Strictly speaking, the order only allows you access for the **sole purpose of showing the premises to new prospective tenants.** I suggest the best option is for you to take pictures when accompanied by police when the tenant comes to collect their belongings.
> >
> > **Kind Regards**

**Georgie Tear - Enforcement Officer | Trading Standards**

Southwark Council | Environment, Sustainability & Leisure | Regulatory Services

Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

---

**From:** Raju Ahmed [redacted]
**Sent:** Friday, June 5, 2026 3:37 PM
**To:** Tear1, Georgie [redacted]>
**Subject:** Re: 285 Southwark Park Road

We'll also need to arrange for me to visit the premises to take pictures for marketing the premises. I'm available on Monday or Tuesday afternoon.

On Friday, June 5, 2026, 3:34 pm, Raju Ahmed [redacted] wrote:

> Hi Georgie,
>
> The old tenant wants to collect their belongings with a police officer. As you currently hold the keys to the premises, access will need to be arranged.
>
> Regards,
> Raju

The email you received and any files transmitted with it are confidential, may be covered by legal and/or professional privilege and are intended solely for the use of the individual or entity to whom they are addressed. If you have received this in error please notify us immediately. If you are not the intended recipient of the email or the person responsible for delivering it to them you may not copy it, forward it or

otherwise use it for any purpose or disclose its contents to any other person. To do so may be unlawful. Where opinions are expressed in the email they are not necessarily those of Southwark Council and Southwark Council is not responsible for any changes made to the message after it has been sent.

Exhibit PG2

**APPLICATION FOR A CLOSURE ORDER EXTENSION IN ACCORDANCE WITH SECTION 82 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

| | |
|---|---|
| SOUTHWARK COUNCIL | Applicant |
| and | |
| PERSONS WITH AN INTEREST IN THE PREMISES 'QUICKSTOP', 285 SOUTHWARK PARK ROAD, SE16 3TP | Defendant |

**EXIBIT PG2**

This is the exhibit referred to in the witness statement of Paul Gander

**From:** <[redacted]>
**Sent:** Wednesday, June 10, 2026 3:17 PM
**To:** Regen, Trading Standards <TradingStandards.Regen@southwark.gov.uk>
**Subject:** Re: Access to 285 Southwark park road

> You don't often get email from [redacted] Learn why this is important

Hi thank you for letting me know that would be great and i will let the team know to be ready for that day so we can clear it all hopefully within one day.

Thank you

On Wed, 10 Jun 2026 at 13:26, Regen, Trading Standards <TradingStandards.Regen@southwark.gov.uk> wrote:

Dear

The police have come back to me and the earliest they can offer is Tuesday 23rd June at 10am

Please confirm you can make this date.

You, and anyone accompanying you will need to provide proof of ID on the day too.

*Regards*

**Paul Gander**

Trading Standards Team Leader

Southwark Council Regulatory Services

3rd Floor Hub 1, PO Box 64529, London SE1P 5LX

Direct line 020 7525 5742 / Call Centre 020 7525 2000

Trading standards | Southwark Council

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Need business compliance advice? Visit Business Companion www.businesscompanion.info

**From:** [redacted]
**Sent:** Wednesday, June 10, 2026 11:40 AM
**To:** Regen, Trading Standards <TradingStandards.Regen@southwark.gov.uk>
**Subject:** Access to 285 Southwark park road

> You don't often get email from [redacted] Learn why this is important

Hi Sir,

This email is regarding the clearance of 285 Southwark Park road, London, SE16 3TP.

Mr Ahmed has been in contact with you regarding this matter I'm the previous tenant as I surrendered my lease previously and I would like to clear the stocks inside the premises and i have booked a team to do that and as requested to provide my identity and a date when to empty the premises as I have requested this before as well would like to clear everything as soon as possible if you could please get back to me with a date at your earliest convenience thank you.

Best regards

[redacted]




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Exhibit PG3

**APPLICATION FOR A CLOSURE ORDER EXTENSION IN ACCORDANCE WITH SECTION 82 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

| | |
|---|---|
| SOUTHWARK COUNCIL | Applicant |
| and | |
| PERSONS WITH AN INTEREST IN THE PREMISES 'QUICKSTOP', 285 SOUTHWARK PARK ROAD, SE16 3TP | Defendant |

**EXIBIT PG3**

This is the exhibit referred to in the witness statement of Paul Gander

[redacted]
**Subject:** [redacted] Re: 285 Southwark Park Road
**Date:** 15 June 2026 13:59:18

You don't often get email [redacted] Learn why this is important

Property is advertised on Gumtree and Facebook.

Your comments are noted.

Regards,
Raju

On Monday, June 15, 2026, 1:37 pm, Regen, Trading Standards <TradingStandards.Regen@southwark.gov.uk> wrote:

> Dear Mr Ahmed,
>
> We can confirm attendance on Thursday by Mr Justin Miller and a colleague at 2pm
>
> Can you let us know where are you advertising the property ?
>
> Experience shows that front men/women for the illegal tobacco gangs will pose as legitimate business operators to seek a tenancy and so careful vetting, referencing and due diligence will be needed of the prospective tenants and the type of business being proposed.

*Regards*
**Paul Gander**
Trading Standards Team Leader
Southwark Council Regulatory Services
3rd Floor Hub 1, PO Box 64529, London SE1P 5LX
Direct line 020 7525 5742 / Call Centre 020 7525 2000

Trading standards | Southwark Council

Need advice on consumer issues? Visit Citizens Advice www.direct.gov.uk/consumer
Need business compliance advice? Visit Business Companion www.businesscompanion.info

**From:** [redacted]
**Sent:** Friday, June 12, 2026 3:55 PM
**To:** Regen, Trading Standards <TradingStandards.Regen@southwark.gov.uk>
**Subject:** Re: 285 Southwark Park Road

[redacted]

The people attending will be me and the prospective tenants interested in the premises. It will be a few people attending, given that it's advertised online.

Thank you for the notification. Please also ensure the officer brings the keys.

Regards,
Raju

On Friday, June 12, 2026, 2:05 pm, Regen, Trading Standards <TradingStandards.Regen@southwark.gov.uk> wrote:

> Hi Mr Ahmed,
>
> Please confirm who will be attending the viewing with you and we will do our best to accommodate this and I will confirm for sure Monday.
>
> FYI The stock is due to be cleared on Tuesday 23 June

*Regards*
**Paul Gander**
Trading Standards Team Leader
Southwark Council Regulatory Services
3rd Floor Hub 1, PO Box 64529, London SE1P 5LX
Direct line 020 7525 5742 / Call Centre 020 7525 2000

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Need business compliance advice? Visit Business Companion
www.businesscompanion.info

**From:** Raju Ahmed < >
**Sent:** Friday, June 12, 2026 1:02 PM
**To:** Regen, Trading Standards <TradingStandards.Regen@southwark.gov.uk>
**Subject:** 285 Southwark Park Road

[redacted]

Hi Paul,

I have arranged viewings of the premises on Thursday 18 June from 2-4pm. Please ensure an officer is present so that viewing can proceed.

Regards,
Raju

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Exhibit PG4

**APPLICATION FOR A CLOSURE ORDER EXTENSION IN ACCORDANCE WITH SECTION 82 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

| | |
|---|---|
| SOUTHWARK COUNCIL | Applicant |
| and | |
| PERSONS WITH AN INTEREST IN THE PREMISES 'QUICKSTOP', 285 SOUTHWARK PARK ROAD, SE16 3TP | Defendant |

**EXIBIT PG4**

This is the exhibit referred to in the witness statement of Paul Gander

[redacted]
**Subject:** Re: Access to 285 Southwark park road
**Date:** 23 June 2026 10:23:32

Hi yes he's the person I hired with a van to clear the stock for me.

**From:** Gander, Paul

[redacted]

**Subject:** Re: Access to 285 Southwark park road

**Date:** 23 June 2026 10:21:18

**Attachments:** [redacted]




Hi can you confirm this guy is working for you

Thanks

Sent from Outlook for iOS

Exhibit PG5

**APPLICATION FOR A CLOSURE ORDER EXTENSION IN ACCORDANCE WITH SECTION 82 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

| | |
|---|---|
| SOUTHWARK COUNCIL | Applicant |
| and | |
| PERSONS WITH AN INTEREST IN THE PREMISES 'QUICKSTOP', 285 SOUTHWARK PARK ROAD, SE16 3TP | Defendant |

**EXIBIT PG5**

This is the exhibit referred to in the witness statement of Paul Gander

**From:** Gander, Paul
**Sent:** 23 June 2026 12:55
**To:** [redacted]
**Subject:** RE: Access to 285 Southwark park road

Dear [redacted]

The next date the police can offer is Monday 13th July 10am to 1pm if you wish to confirm that for any remaining stock ?

Kind regards

Paul Gander

---

**From:** [redacted]
**Sent:** Tuesday, June 23, 2026 11:35 AM
**To:** Gander, Paul <Paul.Gander@SOUTHWARK.GOV.UK>
**Subject:** Re: Access to 285 Southwark park road

I do understand the point but it's impossible to be done all today. I hired carpenters and workers to do them it's not fair that I can't take the fixtures and the fittings there.
On Tue, 23 Jun 2026 at 10:48, Gander, Paul <Paul.Gander@southwark.gov.uk> wrote:

> Dear [redacted]
>
> The court order just says you can clear existing stock. Fixtures and fittings are not covered.
>
> The Court order specifies police to be present and today their time is limited to two hours.
>
> There is nothing we can do about that as the police are very busy.
>
> *Regards*

**Paul Gander**

Trading Standards Team Leader

Southwark Council Regulatory Services

3rd Floor Hub 1, PO Box 64529, London SE1P 5LX

Direct line 020 7525 5742 / Call Centre 020 7525 2000

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Need business compliance advice? Visit Business Companion www.businesscompanion.info

**From:** [redacted]
**Sent:** Tuesday, June 23, 2026 10:31 AM
**To:** Gander, Paul <Paul.Gander@SOUTHWARK.GOV.UK>
**Subject:** Re: Access to 285 Southwark park road

Hi could you please respond to my request in the previous email regarding the timing and they have also said we cannot take any shelves except the stocks which is not right because it belongs to me everything in the premises.

Please get in touch with them asap so it can be cleared quickly.

Thank you

**SW / CS1**

**SOUTHWARK COUNCIL**

Witness: J. Miller
1st Statement of Witness
Exhibits: JM.QS.001
Dated: 27TH August 2026

**APPLICATION FOR A CLOSURE ORDER EXTENSION IN ACCORDANCE WITH SECTION 82 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

SOUTHWARK COUNCIL — Applicant

and

Quickstop, 285 Southwark Park Road, London SE16 3TP — Defendant

---

WITNESS STATEMENT OF JUSTIN MILLER

---

I am employed by Southwark Council, make oath and say as follows:

1. I make this statement from information within my own knowledge unless stated otherwise. The information provided in this statement is true to the best of my knowledge and belief.

2. I am employed by the London Borough of Southwark's Trading Standards Service as a Trading Standards Team Leader leading on illicit tobacco matters.

3. "Illicit tobacco" refers to tobacco which is illegal because it does not comply with one or all of the following pieces of legislation, and therefore it cannot be legally supplied or possessed for supply:

a. Tobacco and Related Products Regulations 2016 (offence under regulation 48)
b. The Standardised Packaging of Tobacco Products Regulations 2015 (offence under regulation 15)
c. Trade Marks Act 1994 (offence under section 92)

"Illicit tobacco" includes hand-rolling tobacco, cigarettes, shisha, oral tobacco, nasal snuff or snus.

4. This statement relates to the business premises, a local shop, "Quickstop", which was operating at 285 Southwark Park Road, London, SE16 3TP. Between November 2025 and May 2026 the premises was storing and selling illicit tobacco and prohibited single-use vapes.

5. On 4th June 2026 a 3-month closure order was issued by Croydon Magistrates Court in respect of Quickstop, 285 Southwark Park Road, London, SE16 3TP. This was made due to evidence, provided by Southwark Council, of persistent criminal activity and nuisance occurring at the property over the prior year. This activity primarily involved the supply of illicit goods.

6. On 18th June 2026 I met Mr Raju at the premises to allow Mr Raju to show two perspective new tenants, however neither of the perspective tenants showed up to view the premises.

7. Since the closure order was granted, there have been no reports of illegal activity at the property. It appears that the order has had a positive effect in significantly reducing the supply of the illicit tobacco in the area.

8. On 12th August 2026 I emailed Mr Raju asking for an update regarding any new tenants and the purpose of the shop. I did not receive a reply.

9. **I produce a copy of the email sent to Mr Raju as exhibit JM/QS/001.**

10. On 13th August 2026 I called Mr Raju to find out if he had a new tenant. Mr Raju confirmed that:

a) He did not have a new tenant.
b) He is waiting for the closure order to expire so that he can show people round at short notice.

11. I am concerned that, without a suitable prospective tenant, I believe the premises would again be sought out by criminals, and the property is vulnerable to illegal activity.

12. The council record of information in this statement is derived from records created or received by a person acting in the course of a trade, business, profession, occupation or office. The person supplying the information had or may reasonably be supposed to have had personal knowledge of the matters dealt with. Each person through whom the information passed received the information in the course of their trade, business, profession, occupation or office. The person or persons supplying the information cannot now be reasonably expected to have any recollection of the matters dealt with in the statement.

**STATEMENT OF TRUTH**
**I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth**

**Name: Justin Miller** **Date: 27 August 2026**

**Signature:** [redacted]

## Tear1, Georgie

**From:** Miller, Justin
**Sent:** 26 August 2026 17:21
**To:** Tear1, Georgie
**Subject:** FW: 285 Southwark Park Road

fyi

---

**From:** Miller, Justin
**Sent:** Wednesday, August 12, 2026 11:14 AM
**To:** Raju Ahmed [redacted]
**Subject:** RE: 285 Southwark Park Road

Dear Mr Ahmed

Could you please confirm whether you have been able to identify a suitable tenant for the property, once the closure order has expired. As previously stated, we are available to facilitate any viewings you have.

Kind regards

**Justin Miller - CTSP**
**Team Leader – Trading Standards Special Investigations**

Southwark Council | Environment, Sustainability & Leisure | Regulatory Services | Trading Standards Special Investigations

3rd Floor - Hub 1 | PO Box 64529 | London SE1P 5LX

Direct line 020 7525 5710 | Call Centre 020 7525 2000

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**From:** Raju Ahmed [redacted]
**Sent:** Thursday, June 18, 2026 11:06 AM
**To:** Miller, Justin <Justin.Miller@southwark.gov.uk>
**Subject:** Re: 285 Southwark Park Road

Yahoo Mail: Search, organise, conquer

On Thu, 18 Jun 2026 at 7:57, Miller, Justin <Justin.Miller@southwark.gov.uk> wrote:

Dear Mr Ahmed

I will be opening the shop later today for the viewings. Can you please let me have your mobile number in case I need to contact you.

I will meet you at the shop at 2pm.

Regards

Justin Miller

**From:** Gander, Paul **On Behalf Of** Regen, Trading Standards
**Sent:** Friday, June 12, 2026 2:05 PM
**To:** [redacted]
**Subject:** FW: 285 Southwark Park Road

Hi Mr Ahmed,

Please confirm who will be attending the viewing with you and we will do our best to accommodate this and I will confirm for sure Monday.

FYI The stock is due to be cleared on Tuesday 23 June

*Regards*

**Paul Gander**

Trading Standards Team Leader

Southwark Council Regulatory Services

3rd Floor Hub 1, PO Box 64529, London SE1P 5LX

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Need business compliance advice? Visit Business Companion www.businesscompanion.info

**From:** Raju Ahmed < >
**Sent:** Friday, June 12, 2026 1:02 PM
**To:** Regen, Trading Standards <TradingStandards.Regen@southwark.gov.uk>
**Subject:** 285 Southwark Park Road

You don't often get email from [redacted]

Hi Paul,

I have arranged viewings of the premises on Thursday 18 June from 2-4pm. Please ensure an officer is present so that viewing can proceed.

Regards,

Raju

The email you received and any files transmitted with it are confidential, may be covered by legal and/or professional privilege and are intended solely for the use of the individual or entity to whom they are addressed. If you have received this in error please notify us immediately. If you are not the intended recipient of the email or the person responsible for delivering it to them you may not copy it, forward it or otherwise use it for any purpose or disclose its contents to any other person. To do so may be unlawful. Where opinions are expressed in the email they are not necessarily those of Southwark Council and Southwark Council is not responsible for any changes made to the message after it has been sent.

**SW / CS1**

**SOUTHWARK COUNCIL**

Witness: G.Tear
1st Statement of Witness
Exhibits: GET.QS.001
Dated: 27th August 2026

**APPLICATION FOR A CLOSURE ORDER IN ACCORDANCE WITH SECTION 80 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

SOUTHWARK COUNCIL — Applicant

and

Quickstop, 285 Southwark Park Road, London, SE16 3TP — Defendant

---

WITNESS STATEMENT OF GEORGIE TEAR

---

I am employed by Southwark Council, make oath and say as follows:

1. I make this statement from information within my own knowledge unless stated otherwise. The information provided in this statement is true to the best of my knowledge and belief.

2. I am employed by the London Borough of Southwark's Trading Standards Service as an Enforcement Officer.

3. "Illicit tobacco" refers to tobacco which is illegal because it does not comply with one or all of the following pieces of legislation, and therefore it cannot be legally supplied or possessed for supply:

a. Tobacco and Related Products Regulations 2016 (offence under regulation 48)
b. The Standardised Packaging of Tobacco Products Regulations 2015 (offence under regulation 15)
c. Trade Marks Act 1994 (offence under section 92)

"Illicit tobacco" includes hand-rolling tobacco, cigarettes, shisha, oral tobacco, nasal snuff or snus.

4. This statement relates to the business premises, a local shop, "Quickstop", which was operating at 285 Southwark Park Road, London, SE16 3TP. Between November 2025 and May 2026 the premises was storing and selling illicit tobacco and prohibited single-use vapes.

5. On 4th June 2026 a 3-month closure order was issued by Croydon Magistrates Court in respect of Quickstop, 285 Southwark Park Road, London, SE16 3TP. This was made due to evidence, provided by Southwark Council, of persistent criminal activity and nuisance occurring at the property over the prior year. This activity primarily involved the supply of illicit goods.

6. On 14th August 2026 the freeholder, [redacted] contacted myself, regarding a Southwark Council news item he had seen on the closure order. He stated that:

a) He did not oppose the application as reported in the news item.
b) He did not instruct anyone to the attend the hearing on behalf of himself.
c) That he never knowingly consented to an underletting, licence or other occupation of the premises by Quickstop11 Limited, [redacted] or any other third party associated with Quickstop.

[redacted] requested further information. [redacted] was sent the complete legal bundle presented at Croydon Magistrates Court on 4th June 2026.

**SOUTHWARK COUNCIL**

7. With respect to the news report about the landlord's objection this was referring to the appearance in court made by Mr Thanbir Ahmed Raju who was acting as the landlord for the tenants at the time of the illegal activity.

8. **I produce a copy of the email from [redacted] as exhibit GET/QS/001.**

9. Since the closure order was granted, there have been no reports of illegal activity at the property. It appears that the order has had a positive effect in significantly reducing the supply of the illicit tobacco in the area.

10. I am concerned that, without a suitable prospective tenant, the previous activity will continue and the premises would again be sought out by criminals, and the property is vulnerable to illegal activity.

11. The council record of information in this statement is derived from records created or received by a person acting in the course of a trade, business, profession, occupation or office. The person supplying the information had or may reasonably be supposed to have had personal knowledge of the matters dealt with. Each person through whom the information passed received the information in the course of their trade, business, profession, occupation or office. The person or persons supplying the information cannot now be reasonably expected to have any recollection of the matters dealt with in the statement.

**STATEMENT OF TRUTH**
**I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth**

**Name: Georgie Tear** **Date: 27th August 2026**

**Signatur**[redacted]

**From:** [redacted]
**To:** Tear1, Georgie
**Subject:** Re: Ref: 034120 - Quickstop 285 Southwark Park Road
**Date:** 14 August 2026 14:14:32

You don't often get email from [redacted]. Learn why this is important

Dear Georgie,

I am writing regarding your letter dated 12 February 2026, reference 034120, concerning Quickstop at 285 Southwark Park Road, London SE16 3TP.

I am the freehold owner of the property.

I recently came across your February letter while reviewing my property paperwork. I had responded to you on 25 February 2026, providing the information I had at the time, including identifying Mr Thanbir Ahmed Raju as the tenant, providing his contact details and supplying the Licence to Assign.

Having now reviewed the matter further, I searched for information about Quickstop and was very concerned to discover Southwark Council's published article stating that the investigation subsequently resulted in repeated test purchases, seizures of illegal tobacco and vape products, and ultimately a closure order made by Croydon Magistrates' Court on 4 June 2026.

I had not been informed by my tenant that matters had progressed to this stage, and I was unaware that a closure-order hearing had taken place or that the premises had been ordered closed.

I was particularly concerned to read in the Council's published article that "the closure order application was opposed by the landlord."

I did not oppose the application, did not attend the hearing, did not instruct anyone to attend on my behalf, and was unaware that the hearing was taking place.

I am therefore trying to establish exactly what occurred after I provided the information requested in February, including who was occupying and operating the business and who was involved in the closure proceedings.

Would you please provide, insofar as you are able to do so:

a copy of the closure notice relating to Quickstop;
a copy of the closure order made on 4 June 2026;
the Croydon Magistrates' Court case/reference number;
details of the person or entity against whom the closure proceedings were brought;
confirmation of who Southwark understood to be operating Quickstop;

confirmation of the identity of the person described in the Council's article as "the landlord" who opposed the closure-order application;
confirmation whether Mr Thanbir Ahmed Raju was contacted by Southwark after my response of 25 February 2026;
the dates of any such contact with Mr Raju;
copies or details of any notices or correspondence served upon or sent to Mr Raju;
details of any other individual or company identified to Southwark as an occupier, tenant, subtenant, licensee, operator or person responsible for the premises;
confirmation whether QUICKSTOP11 LIMITED (company number 17039553) and/or [redacted] featured in the investigation or closure proceedings, and if so in what capacity; and
copies of any other documents you are able to provide concerning the occupation of the property and the closure proceedings.

For context, Mr Thanbir Ahmed Raju remains the registered leasehold proprietor personally. I have never knowingly consented to an underletting, licence or other occupation of the premises by QUICKSTOP11 LIMITED, Mr Hassan or any other third party associated with Quickstop.

I have only recently become aware that QUICKSTOP11 LIMITED appears to have been operating from the property, and I am now seeking clarification from my tenant as to how that occupation arose.

I appreciate that there may be restrictions on information you are able to disclose while any enforcement or other proceedings remain ongoing. If there are documents or information which cannot presently be provided, I would nevertheless be grateful if you could confirm what can be disclosed and whether there is a formal process I should follow to obtain the closure-order documentation.

Please also let me know whether there is any current or anticipated enforcement action affecting the premises which I, as freehold owner, should be aware of, particularly given that the published closure order currently runs until 4 September 2026.

Many thanks for your assistance.

Kind regards,

[redacted]
Freehold Owner
[redacted]
[redacted]

---

**From:** [redacted]
**Sent:** 25 February 2026 20:56
**To:** Georgie.Tear1@southwark.gov.uk <Georgie.Tear1@southwark.gov.uk>

**Subject:** Ref: 034120 - Quickstop 285 Southwark Park Road

Dear Georgie,

I write in response to your letter dated 12 February 2026 regarding the above premises.

As requested, please find the following information:

• Completed Current Leaseholder Form - Document Licence to Assign attached
• Copy of the current lease agreement - Document Licence to Assign attached
• Details of current rent payments, including the name of the payor and method of payment - Name of payor: - RAJU Payment method: Faster Payment into personal account
• Tenant contact details (telephone number, email address, and address) - Tenant: Thanbir Ahmed Raju [redacted]
• Details of utilities and confirmation of the party responsible for each account - Utilities are all managed and organised by the tenant. We do not have any knowledge of current providers

I confirm that I am the landlord of the above commercial premises and that the information provided is accurate to the best of my knowledge.

Please let me know if you require any further information.

Kind regards,

[redacted]

C. Documents

**Closure Order**

**(Anti-Social Behaviour, Crime and Policing Act 2014, Part 4, Chapter 3, Section 82)**

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**CROYDON MAGISTRATES' COURT**
Sitting at:
**Barclay Road,**
**Croydon**
**CR9 3NG**

**Court Code: 2576**

Re: **Quickstop, 285 Southwark Park Road, London, SE16 3TP**

**('the Premises')**

Upon the application of Doreen Forrester-Brown of The London Borough of Southwark, of 160 Tooley Street, LONDON, SE1P 5LX:

The Court heard the matters shown below and made the following orders listed.

The Court has found that, within the relevant period, in relation to the Premises

(a) that a person has engaged, or is likely to engage in disorderly, offensive, or criminal behaviour on the Premises
OR
(b) the use of the Premises has resulted or is likely to result in serious nuisance to members of the public
OR
(c) that there has been or is likely to be disorder near those Premises associated with the use of those premises
AND
(d) that the order is necessary to prevent the behaviour, nuisance or disorder from continuing, recurring or occurring

**Matters and orders**

An application for a closure order following service of a notice on **21 May 2026** in respect of the Premises, pursuant to section 80 of the Anti-Social Behaviour, Crime and Policing Act 2014

**A Closure Order is made for Quickstop, 285 Southwark Park Road, London, SE16 3TP for 3 months. Access is prohibited to all persons, at all times, to all persons. The Order is to last until 3 pm on 4 September 2026. This Order applies to the whole Premises.**

**The Court in issuing this Closure Order prohibits anyone from remaining on or entering the Premises subject to the following exceptions:**

1. **Any member of the Emergency Services**
2. **Royal Mail services and / or mailing and delivery services**
3. **Employees or the nominated and duly appointed agents the London Borough of Southwark in respect of the security, maintenance and repair of the Premises or duties related directly to the operation and administration of this Order**
4. **Any other person if accompanied by an on-duty Police Officer**
5. **Mr Raju and/or his authorised agents or servants for the sole purpose of showing the premises to new prospective tenants, licensees or purchasers, when accompanied by an officer from the London Borough of Southwark.**
6. **A person falling within paragraph 4 above who is being shown the premises by Mr Raju, his authorised agents or servants.**

7. **The premises may be cleared of existing stock by n the presence of a Police Officer**

**To do so would render them liable to arrest. If anyone does anything which they are prohibited from doing by this order, they shall be liable on summary conviction to a term of imprisonment not exceeding six months or to a fine or to both.**

District Judge

[redacted]

[By order of the clerk of the court] Date: 4 June 2026

Case No: 2600281365

Croydon Magistrates Court
In the matter of an application for a closure order pursuant to Section 80 of the Anti-Social Behaviour, Crime and Policing Act 2014 - 'Quickstop', 285 Southwark Park Road, SE16 3TP

BETWEEN

| | |
|---|---|
| The London Borough of Southwark | Applicant |
| Persons with an interest in the Premises | Respondents |

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Application bundle for adjourned hearing on 4th June 2026

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Hearing Date: 4th June 2026

London Borough of Southwark
160 Tooley Street
London
SE1 2QH
Tel: 020 7525 1335
Ref: RU080/132260

INDEX


**A. Closure Notice**

| | | |
|---|---|---|
| 19/05/2026 | Notice | A-1 |

**B. Application**

| | | |
|---|---|---|
| 19/05/2026 | Application | B-2 - B-3 |

**C. Draft Order**

| | | |
|---|---|---|
| 19/05/2026 | Draft order | C-4 |

**D. Witness statements**

| | | |
|---|---|---|
| 18/05/2026 | Georgie Tear | D-5 - D-95 |
| 16/04/2026 | Arrthi Pangayatslevan | D-96 - D-97 |
| 06/04/2026 | Mark Lynch | D-98 - D-99 |
| 01/06/2026 | Georgie Tear (2nd) | D-100 - D-102 |
| 01/06/2026 | Exhibit to GT 2 | D-103 - D-104 |
| 01/06/2026 | Exhibit to GT 2 | D-105 - D-113 |
| 30/05/2026 | Thanbir Raju | D-114 - D-117 |
| 30/05/2026 | Exhibits to Witness Statements of Thanbir Raju | D-118 - D-212 |

**E. Documents**

| | | |
|---|---|---|
| 19/05/2026 | Hearsay Notice | E-213 - E-214 |
| 20/05/2026 | S.76(6) letter | E-215 - E-216 |
| 20/05/2026 | S.76(6) letter | E-217 - E-218 |
| 20/05/2026 | S.76(6) letter | E-219 - E-220 |
| 20/05/2026 | S.76(6) letter | E-221 - E-222 |
| 20/05/2026 | S.76(6) letter | E-223 - E-224 |
| 20/05/2026 | S.76(6) letter | E-225 - E-226 |
| 22/05/2026 | Service of extention order / adjournment | E-227 - E-229 |
| 22/05/2026 | Extended Closure Notice | E-230 - E-231 |
| 27/05/2026 | Applicant's Notice | E-232 - E-242 |
| 29/05/2026 | Certificate of Service of extended closure order | E-243 - E-247 |

A. Closure Notice

**ANTI-SOCIAL BEHAVIOUR, CRIME & POLICING ACT 2014**

**SECTION 76**

**CLOSURE NOTICE**

Re: **Quickstop, 285 Southwark Park Road, London, SE16 3TP**

("the Premises")

Being satisfied on reasonable grounds:

- that the use of these particular Premises has resulted, or (if the notice is not issued) is likely soon to result, in nuisance to members of the public, or
- that there has been, or (if the notice is not issued) is likely soon to be, disorder near those Premises associated with the use of the Premises,

and that the notice is necessary to prevent the nuisance or disorder from continuing, recurring or occurring,

and the **Metropolitan Police Service** being the local police for the area in which the Premises are situated having been consulted,

and reasonable steps having been taken to inform people who live on the Premises (whether habitually or not) and any person who has control of or responsibility for the Premises or has an interest in them, that the notice is going to be issued,

I, **Doreen Forrester-Brown**, Assistant Chief Executive, Governance and Assurance, for and on behalf of, the London Borough of Southwark, hereby authorise the issue of this **Closure Notice** under section 76(1) of the Anti-social Behaviour, Crime and Policing Act 2014 in respect of the Premises specified above.

Signed …

Dated: 19th May 2026

**TAKE NOTICE that**

**Access to these Premises is PROHIBITED for any person other than a person who habitually resides in the Premises and their lawful and invited visitors and guests, or the owner of the Premises, or those specified below for a period of up to 48 hours starting at 14:00 hours on 19th May 2026 and ending at 14:00 hours on 21st May 2026 – subject to the following exceptions:**

1. **Any member of the Police and Emergency Services whilst on duty and responding to a call for assistance, emergency or suspected criminal activity;**
2. **Royal Mail services and / or mailing and delivery services.**
3. **Employees or the nominated and duly appointed agents the London Borough of Southwark in respect of security, maintenance and repair of the Premises or duties related directly to the operation and administration of this Notice;**

**NO person is to enter the premises other than the Police, or the persons specified above. All other entry is PROHIBITED.**

An application for an order will be made under section 80 of the Anti-Social Behaviour, Crime and Policing Act 2014 for the closure of the Premises specified above, to **Croydon Magistrates' Court, Barclay Road, CR9 3NG at 10am on 21st May 2026** when evidence for the issue of a Closure Order will be considered.

***(On this date, should the court adjourn the hearing for the application of the Closure Order, the details of the court, date and time of the hearing shall be shown at the bottom of this notice.)***

An order under section 80 of the Anti-Social Behaviour, Crime and Policing Act 2014 would have the effect of closing the Premises to all persons for such period (not exceeding three months) as the court may decide and would make it an offence for any person to remain on or enter the Premises.

**Failure to comply with this notice amounts to an offence under section 86 of the Anti-social Behaviour, Crime and Policing Act 2014 punishable by a maximum of three months' imprisonment and/or a fine of up to £5000.**

Advice relating to this notice and housing and legal matters generally can be obtained from any firm of solicitors or from the Citizens' Advice Bureau ***0800 144 8848***.

☐ With this notice is a list of additional local service providers who may be able to assist with further advice. (Check if applicable).

***The hearing for the Closure Order has now been adjourned to Croydon Magistrates' Court***

at…….. on……..... by Order of the Court……..

B. Application

**APPLICATION FOR A PREMISES CLOSURE ORDER**

**SECTION 80**

**ANTI-SOCIAL BEHAVIOUR, CRIME AND POLICING ACT 2014**

**IN THE CROYDON MAGISTRATES' COURT**

**Barclay Road,**
**Croydon**
**CR9 3NG**

**Court Code: 2576**

**Date:** 19th May 2026

**Address:** 'Quickstop' 285 Southwark Park Road, SE16 3TP

**Applicant Authority**: Southwark Council

**Relevant Authorities Consulted**: Metropolitan Police, Public Health Southwark Council

**Application is made for a Closure Order in relation to the business under the name 'Quickstop' operating at the address 285 Southwark Park Road, SE16 3TP because it is alleged that:**

(a) A person has engaged, or is likely to engage, in disorderly, offensive or criminal behaviour on the Premises, or;
(b) The use of the Premises has resulted, or is likely to result, in serious nuisance to members of the public, or;
(c) There has been, or is likely to be, disorder near those Premises associated with the use of those Premises,

And that the order is necessary to prevent the behaviour, nuisance or disorder from continuing, recurring or occurring. The order is to prevent any individuals from entering the Premises 24 hours a day for 3 months.

It is specifically pleaded by the council that this application meets the criteria of Section 80(5) in that persons have engaged in disorderly, and/or offensive and/or criminal behaviour on the premises, and/or are likely to cause serious nuisance to members of the public.

A Closure Notice was served on **Tuesday, 19th May 2026** at **14.00** and reasonable efforts will be made to serve a written notice on any person who lives (whether habitually or not) and any person who has control of or responsibility for the premises or who have an interest in them.

An application is now made for a Closure Order to be heard on **Thursday, 21st May 2026** at **10:00** at **Croydon Magistrates' Court, Barclay Road, CR9 3NG** as it is believed to be necessary to prevent the occurrence of future disorder or serious nuisance. Application is now made for a Closure Order for a period of 3 months.

The circumstances giving rise to the application are set out in the witness statements of:

i. Georgie Tear

The Council is making this application for a closure order as a means to mitigate the disorderly, and/or offensive and/or criminal behaviour on the premises, and to mitigate the serious nuisance to the public.

**Summary of the behaviour complained of:**

- Sale of illicit tobacco on a large scale
- Sale of illegal vaping devices (e-cigarettes)
- Deliberate attempts to hide illicit tobacco within the premises and nearby

**Schedule of incidents:**

Contained within the statement of Georgie Tear

**On the application of: Doreen Forrester-Brown, Assistant Chief Executive**

**Signed:** [redacted]

**DOREEN FORRESTER-BROWN**

**Dated:** 19th May 2026

**Name of Applicant Authority: London Borough of Southwark**

**Address of Applicant Authority: 160 Tooley Street, London SE1 2QH**

**Reference: AW/RU080/132260**

C. Draft Order

**Closure Order**

**(Anti-Social Behaviour, Crime and Policing Act 2014, Part 4, Chapter 3, Section 82)**

**CROYDON MAGISTRATES' COURT**
Sitting at:
**Barclay Road,**
**Croydon**
**CR9 3NG**

**Court Code: 2576**

Re: **'Quickstop'. 285 Southwark Park Road, SE16 3TP**

**('the Premises')**

Upon the application of Doreen Forrester-Brown of The London Borough of Southwark, of 160 Tooley Street, LONDON, SE1P 5LX:

The Court heard the matters shown below and made the following orders listed.

The Court has found that, within the relevant period, in relation to the Premises

(a) that a person has engaged, or is likely to engage in disorderly, offensive, or criminal behaviour on the Premises
OR
(b) the use of the Premises has resulted or is likely to result in serious nuisance to members of the public
OR
(c) that there has been or is likely to be disorder near those Premises associated with the use of those premises
AND
(d) that the order is necessary to prevent the behaviour, nuisance or disorder from continuing, recurring or occurring

**Matters and orders**

An application for a closure order following service of a notice on 19th May 2026 in respect of the Premises**,** pursuant to section 80 of the Anti-Social Behaviour, Crime and Policing Act 2014

**A Closure Order is made for 'Quickstop'. 285 Southwark Park Road, SE16 3TP for 3 months. Access is prohibited to all persons, at all times, to all persons. The Order is to last until [am / pm] on 21st August 2026. This Order applies to the whole Premises.**

**The Court in issuing this Closure Order prohibits <u>anyone</u> from remaining on or entering the Premises subject to the following exceptions:**

1. **Any member of the Emergency Services**
2. **Royal Mail services and / or mailing and delivery services**
3. **Employees or the nominated and duly appointed agents the London Borough of Southwark in respect of the security, maintenance and repair of the Premises or duties related directly to the operation and administration of this Order**
4. **Any other person if accompanied by an on-duty Police Officer and with the prior agreement of the Applicant.**

**To do so would render them liable to arrest. If anyone does anything which they are prohibited from doing by this order, they shall be liable on summary conviction to a term of imprisonment not exceeding six months or to a fine or to both.**

District Judge

[By order of the clerk of the court] Date: 21st May 2026

D. Witness statements

**SW / CS1**

**SOUTHWARK COUNCIL**

Witness: G. Tear
1st Statement of Witness
Exhibits: GET/QS/001-014
Dated: 18/05/2026

**APPLICATION FOR A CLOSURE ORDER IN ACCORDANCE WITH SECTION 80 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

SOUTHWARK COUNCIL — Applicant

and

The occupiers, Quickstop, 285 Southwark Park Road, London, SE16 3TP — Defendant

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WITNESS STATEMENT OF GEORGIE TEAR

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I am employed by Southwark Council, make oath and say as follows:

1. I make this statement from information within my own knowledge unless stated otherwise. The information provided in this statement is true to the best of my knowledge and belief.

2. I am employed by the London Borough of Southwark's Trading Standards Service as an Enforcement Officer.

3. "Illicit tobacco" refers to tobacco which is illegal because it does not comply with one or all of the following pieces of legislation, and therefore it cannot be legally supplied or possessed for supply:

a. Tobacco and Related Products Regulations 2016 (offence under regulation 48)
b. The Standardised Packaging of Tobacco Products Regulations 2015 (offence under regulation 15)
c. Trade Marks Act 1994 (offence under section 92)

"Illicit tobacco" includes hand-rolling tobacco, cigarettes, shisha, oral tobacco, nasal snuff or snus.

4. All cigarettes and tobacco must be supplied in plain packaging with warnings and warning pictures. They should all have batch codes and track and trace identifying labels.

5. The Tobacco Products (Traceability and Security Features) Regulations 2019 set out requirements for the supply of tobacco products, to allow traceability to be recorded. This is known as "track and trace". Part of this regulation requires that anyone purchasing cigarettes for supply must be registered with track and trace and have a unique Economic Operator Identity code (EOID). In simple terms – if you don't have an EOID you shouldn't be supplying cigarettes or tobacco.

6. Cigarettes that are supplied legally in the UK cost at least £13 for a packet of 20. Hand-rolling tobacco costs at least £38 for 50g. Tobacco products attract high rates of excise taxes, designed to curb smoking rates and cover public health costs. Cheap illicit tobacco undermines work taken to prevent and reduce smoking rates.

7. It is also a criminal offence to supply, or possess for supply vapes that do not comply with the labelling requirements, or which exceed the maximum nicotine concentration or tank capacity set by the Tobacco and Related Products Regulations 2016 (offence under regulation 48).

8. In June 2025 it became a criminal offence to supply or possess for supply single-use vapes. Regulation 4(1) of the Environmental Protection (Single-use Vapes) (England) Regulations 2024, makes it a criminal offence.

9. This statement relates to the business premises, a local shop, “Quickstop” at 285 Southwark Park Road, London, SE16 3TP. The track and trace register has been checked and neither Quickstop, nor any of the purported business operators are registered with track and trace, and they do not have an EOID. The EOID has been requested from them on 29th January 2026 but has not been provided. There is no EOID registered at 285 Southwark Park Road other than the previous company, which is now dissolved.

10. **I produce street view images of the premises as my exhibit GET/QS/001.**

11. **I produce a floor plan of the premises as my exhibit GET/QS/002.**

12. On 27th October 2025, Trading Standards conducted an inspection at Quickstop. Single-use vapes were seized from the premises, consisting of 6 x oversized vapes. The vapes were not displayed for sale but were behind the counter area. The member of staff present surrendered them.

13. Also on 27th October 2025 a business rates check was conducted and it was confirmed that the rates were still in this name of the previous occupier – Smaller & Reggie Ltd. This company was dissolved in 2021.

14. On 28th October 2025 a test purchase was conducted at Quickstop, the test purchaser was sold a packet of Marlboro cigarettes for £9.00. The cigarettes were non-compliant with the relevant tobacco legislation.

15. On 28th November 2025 Trading Standards conducted an inspection at Quickstop. Upon entry by officers, a male ran from the shop floor / store room out the back of the shop carrying 2 large holdalls. The male was apprehended and the holdalls were found to contain illicit tobacco.

16. During this inspection 189 packets of 20 cigarettes, 42 x 50g pouches of hand rolling tobacco, 11 tubs of nicotine pouches and 79 vaping devices

were seized, all of which were non-compliant with the relevant tobacco - legislation.

17. **I took photographs of these cigarettes and the holdalls; the photographs are produced as part of exhibit GET/QS/003.**

18. On the 3rd December 2025 I sent a letter inviting the member of staff present at the time of the seizure on 28th November 2025 to an interview under caution at the Southwark Council offices. I had no response.

19. **I produce a copy of this letter as my exhibit GET/QS/004.**

20. On 12th December 2025 a test purchase was conducted at Quickstop, the test purchaser was sold a carton of Marlboro cigarettes for £80.00. The cigarettes were non-compliant with the relevant tobacco legislation.

21. On 15th December 2025 a complaint was received from a member of the public reporting that Quickstop, 285 Southwark Park Road, London, SE16 3TP were selling illegal cigarettes to customers.

22. On 2nd February 2026 a test purchase was conducted at Quickstop, the test purchaser was sold a carton of Sterling cigarettes for £60.00. The cigarettes were non-compliant with the relevant tobacco legislation.

23. On 6th February 2026 Trading Standards conducted an inspection at Quickstop. During the inspection 1 packet of illicit hand rolling tobacco and 19 empty cartons of illicit “Top Gun” cigarettes were seized. A full carton contains 200 cigarettes (10 x packets of 20 cigarettes). Top Gun brand tobacco is not legally available in the UK, the product is not compliant with UK legislation. The tobacco and the cartons were non-compliant with the relevant tobacco legislation.

24. **I took photographs of these empty cartons of cigarettes and hand rolling tobacco; the photographs are produced as part of exhibit GET/QS/003.**

25. On 12th February 2026 I wrote to the landlord of the property to try and establish who operated the shop and who ran the business behind it. I had no response.

26. **I produce a copy of this letter as my exhibit GET/QS/005.**

27. On 11th March 2026 I wrote to the landlord of the property again, to try and establish who operated the shop and who ran the business behind it.

28. **I produce a copy of this letter as my exhibit GET/QS/006.**

29. On 13th March 2026 a test purchase was conducted at Quickstop, the test purchaser was sold a packet of 20 Benson & Hedges Gold cigarettes for £6.00. The cigarettes were non-compliant with the relevant tobacco legislation.

30. On 25th March 2026 I received an email from the landlord, Mr Thanbir Ahmed Raju, which contained the lease for Quickstop, 285 Southwark Park Road, London, SE16 3TP. The lease confirmed that [redacted] is the tenant. Mr Raju also confirmed that [redacted] had been the tenant since 27th October 2025.

31. **I produce a copy of the lease as my exhibit GET/QS/007.**

32. **I produce a copy of the email as my exhibit GET/QS/008.**

33. On 27th March 2026 I sent a letter and an email inviting [redacted] Ali to an interview under caution at the Southwark Council offices. I have not received a response to this letter.

34. **I produce a copy of this letter as my exhibit GET/QS/009.**

35. Drugs paraphernalia, including pipes used for class A drugs, blunt wraps used for cannabis and large cigarette papers has been on display for sale at the time of all inspections at Quickstop.

36. **I took photographs of the drug paraphernalia. The photographs are produced as part of exhibit GET/QS/003.**

37. During both visits when illicit tobacco was seized, the staff present were laughing, generally unhelpful and had a poor attitude to the non-compliance and illegal activity. All staff were being obstructive and took a long period of time to provide their names, DOB's, addresses and any details of the owner of the shop.

38. Over the course of the visits the person paying the business rates has changed. On 11th March 2026 the business rates were checked and the rates were now in the name "Quickstop11 Limited". This was backdated to 23rd September 2025.

39. A check on Companies House website in March 2026, showed Quickstop11 Limited (17039553), registered at 285 Southwark Park Road, London, SE16 3TP and the director [redacted] The company was incorporated on 17th February 2026.

40. On the 27th March 2026 I sent a letter inviting the company director of Quickstop11 Limited to an interview under caution at the Southwark Council offices.

41. **I produce a copy of this letter as my exhibit GET/QS/010.**

42. On 22nd April 2026 I sent the landlord, Mr Thanbir Ahmed Raju a letter via email, informing them of the supply of illicit tobacco and vapes.

43. **I produce a copy of this letter as my exhibit GET/QS/011.**

44. On 23rd April 2026 a test purchase was conducted at Quickstop, the test purchaser was sold a sleeve of 20 Platinum Seven cigarettes for £60.00. The cigarettes were non-compliant with the relevant tobacco legislation.

45. On 6th May 2026 I emailed the landlord, Mr Thanbir Ahmed Raju to confirm receipt of my letter. I received an email response from Mr Raju on 7th May 2026 explaining that the old tenant is vacating the premises and that he has a new tenant.

46. On 8th May 2026 I sent an email to the landlord requesting the details of the new tenant, the intended purpose of the business and other details.

47. **I produce a copy of this email chain as my exhibit GET/QS/012.**

48. On 15th May 2026 Trading Standards conducted an inspection at Quickstop. Upon entry by officers, a female was waiting at an empty counter with £40.00 in cash. The police officer asked the female what she was buying. The female ignored the police officer and turned her back and refused to answer and left the shop quickly. Approximately two minutes later a man entered the counter area from the back room. The man behind the counter was the same man from the visit on 6th February 2026. There was no tobacco found in the shop, except an empty packet of illicit cigarettes in the store room.

49. At the end of the visit, I left the intention letters informing interested parties of the intention to issue a closure notice at the shop. I also posted and emailed these letters to other interested parties.

50. Following the visit, on the 15th May 2026 I received an email from the Director of Quickstop11 Limited, [redacted] I responded to this email.

51. **I produce a copy of the email chain as my exhibit GET/QS/013.**

52.

53. I emailed the landlord, Mr Thanbir Ahmed Raju asking what date [redacted] signed the lease and if the payment details changed that he was receiving the rent from.

54. **I produce a copy of the email as my exhibit GET/QS/014.**

55. After the visit that took place on 15th May 2026, a test purchase was conducted at Quickstop, the test purchaser was sold illicit tobacco. The cigarettes were non-compliant with the relevant tobacco legislation.

56. There is a cabinet behind the counter, which has a small amount of legally compliant tobacco in it. This is believed to be purely used as a decoy. When scanned on the till the 'legal' tobacco either is not recognised or is priced on the till at less than £10.00. As Quickstop and it's businesses operators do not have an EOID, they cannot legally source tobacco. Any tobacco found has therefore been obtained outside the "Track and Trace" legal traceability requirements.

57. Illicit tobacco is clearing being supplied from Quickstop, it may be hidden within a concealment However none have been found by officers, including by using a tobacco sniffer dog. I have been to multiple premises in Southwark where sophisticated concealments have been found, using electromagnets and hydraulic lifts to hide concealments discretely within walls and floors of the property. This is also true of illicit tobacco shops nationwide. Whilst the bulk of the illicit tobacco has not been found at this shop; the following is true:

- Two holdalls of tobacco have been seized from a male on the premises.
- Five sales of illicit tobacco have been made from the shop, including sales of cartons.
- A large amount of empty packaging for Top Gun cigarettes has been seized from the store room (the contents of this would have been 190 packets of 20 cigarettes, of a brand not legally available in the UK).

I therefore believe that the intention of the shop is to supply illicit tobacco, and that they have created concealments successfully, or been aware of officers in the vicinity prior to our arrival and have been able to remove the illicit tobacco. It could be that tobacco is brought to the shop upon request by customers, this is also another well-known method of supply. This shows a highly sophisticated operation, with prior planning and involvement by multiple criminals in order to facilitate a criminal enterprise.

This highlights the necessity for a closure order, as usual enforcement methods are not possible. Seizures are not reflective of a serious organised crime setup.

58. Given the nature of the business, it would be unusual for the shop to only sells drinks, dry stores food and cigarette papers, without selling tobacco. This would exclude a wide customer base. It is clear that, although they possess legal tobacco, they exclusively supply illicit tobacco. The business is not registered with HMRC track and Trace and therefore should not be in possession of any tobacco for supply, legal or otherwise.

59. Illicit tobacco cannot be legally purchased in the UK. There is a small exemption for a personal allowance of duty-free cigarettes when purchased overseas or at the airport. There are restrictions on permitted quantities when purchasing duty-free cigarettes, and it would still be far more expensive to purchase duty free than it is to source the illicit tobacco we seize from illicit suppliers. Therefore, anyone possessing wholesale quantities of illicit tobacco has bought it illegally, from an unauthorised source, with the sole intention of obtaining illicit tobacco. A legitimate supplier would not risk the track and trace penalties or losing their EOID and authority to supply legal tobacco.

60. Any time we seize illicit tobacco, we leave a seizure notice. A responsible business would attend the shop regularly and see this notice and be aware that illegal goods have been seized. The value of the goods we seize is often thousands of pounds, the owner of the seized goods would be

aware, even if they didn't go to the shop, as there would be a dent in their profits and a gap in their accounting.

The first and only time that a business operator of Quickstop has contacted us is following the issue of a closure notice intention letter.

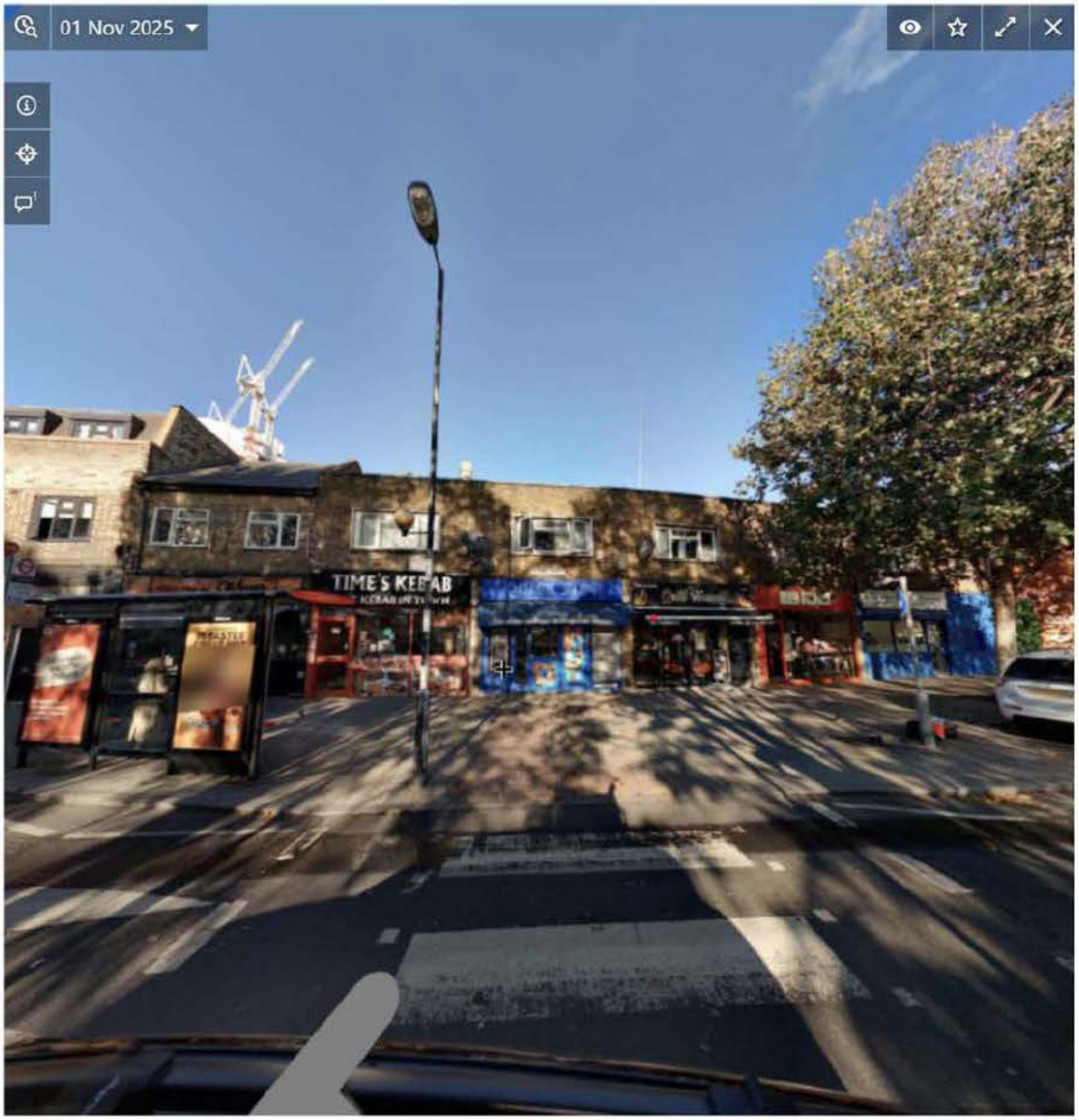
61. Between the period of October 2025 and March 2026 there were 189 packets of cigarettes seized, 19 empty cartons of illicit cigarettes, 43 pouches of illicit hand rolling tobacco, 85 illicit vapes, 11 non-duty tubs of nicotine pouches and 5 sales of illicit cigarettes to a test purchaser.

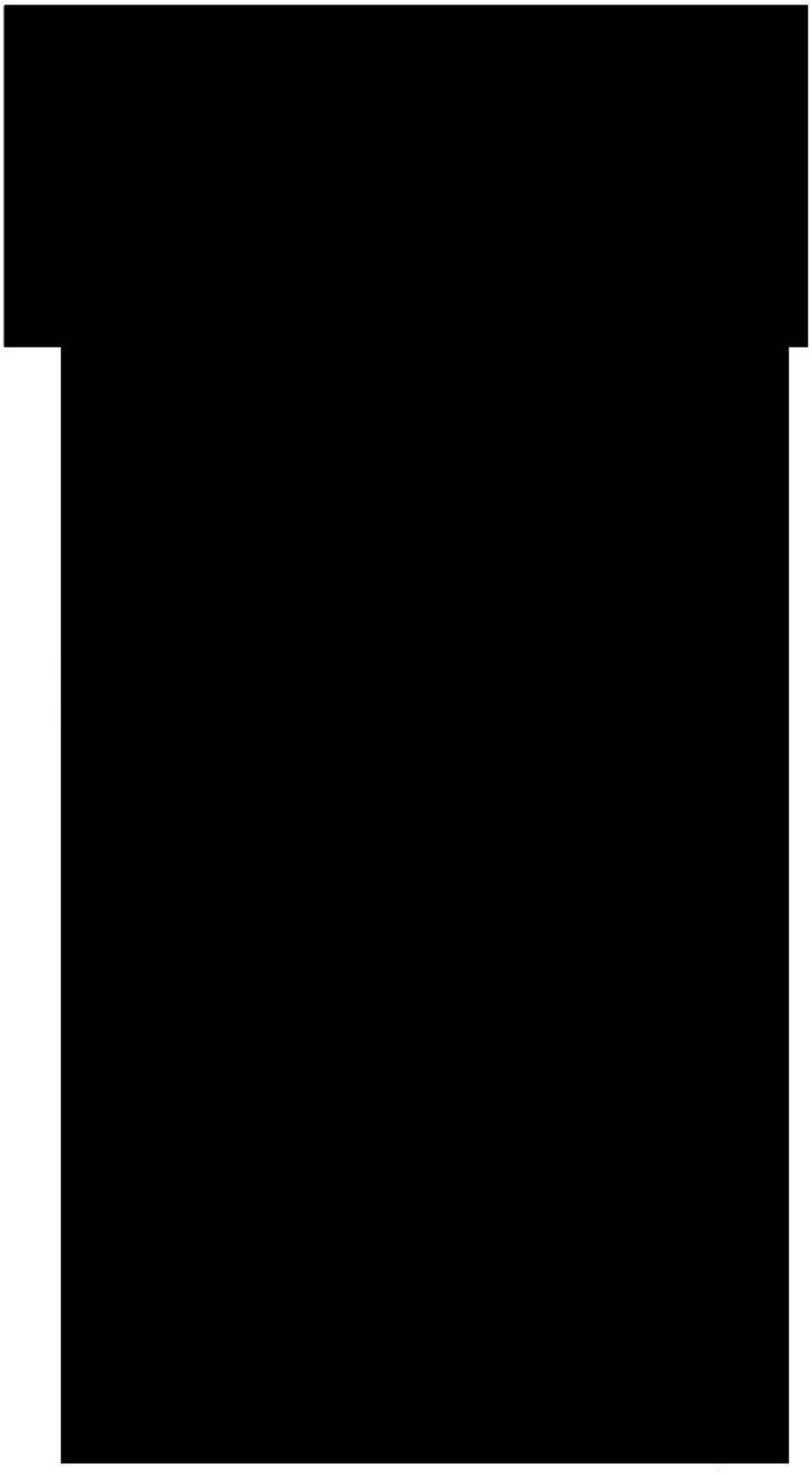
62. The council record of information in this statement is derived from records created or received by a person acting in the course of a trade, business, profession, occupation or office. The person supplying the information had or may reasonably be supposed to have had personal knowledge of the matters dealt with. Each person through whom the information passed received the information in the course of their trade, business, profession, occupation or office. The person or persons supplying the information cannot now be reasonably expected to have any recollection of the matters dealt with in the statement.

**STATEMENT OF TRUTH**
**I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth**

**Name: Georgie Tear** **Date: 18/05/2026**

**Signature:** [redacted]


01 Nov 2025
TIME'S KEBAB



SHOP PLAN SCALE:- 1:50

D-66

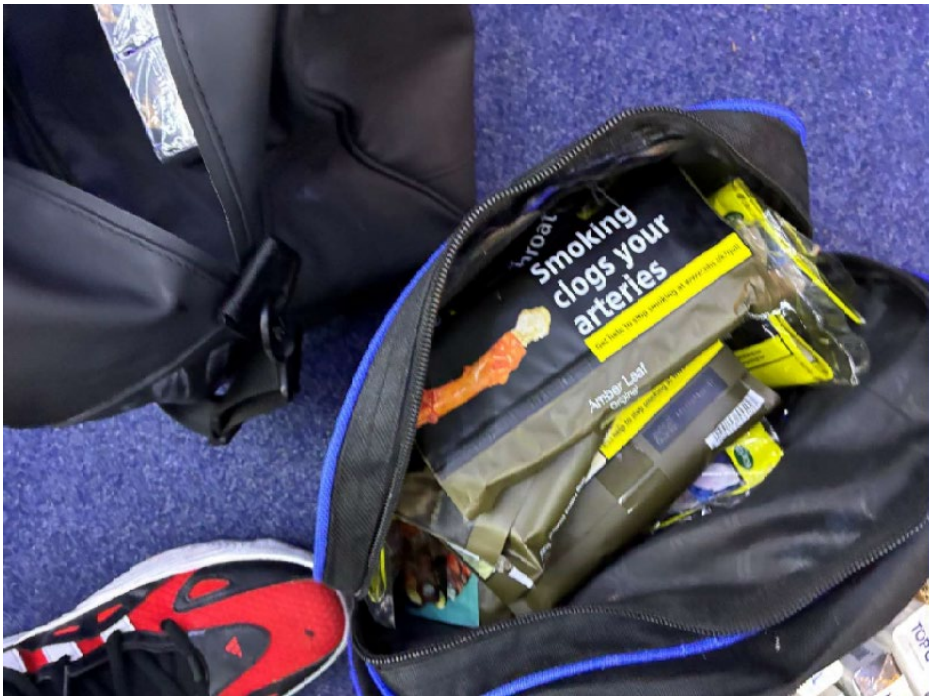
28th November 2025 – Holdall 1 – full of tobacco



28th November 2025 – Holdall 1 open – full of tobacco



28th November 2025 – Holdall 1 open side pocket – full of tobacco



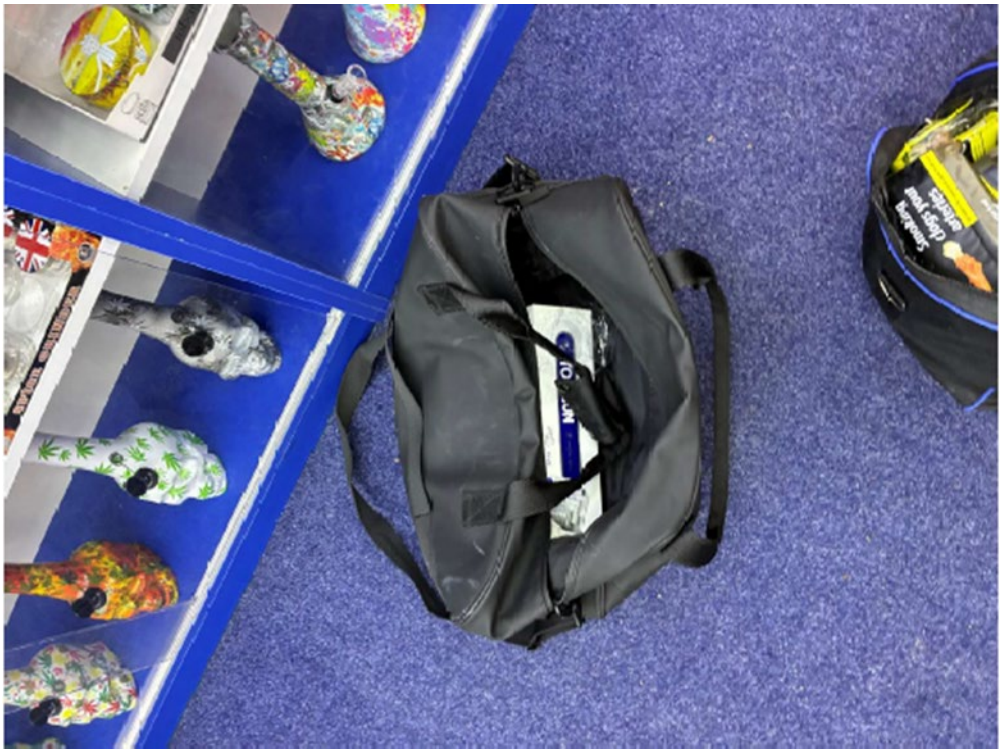

28th November 2025 – Cigarettes inside holdall 1 – full of tobacco



28th November 2025 – Holdall 1 other open side pocket – full of tobacco



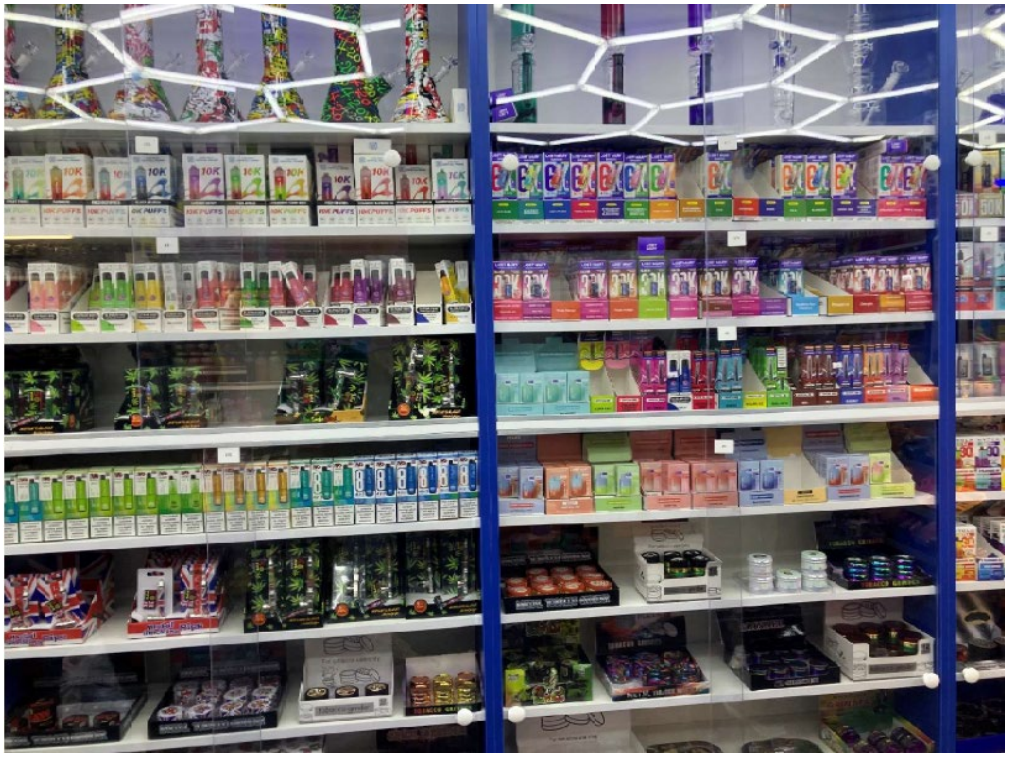
28th November 2025 – Holdall 2 containing illicit tobacco



28th November 2025 – Holdall 2 – close-up of illicit cigarettes




28th November 2025 – Drug paraphernalia on sale at Quickstop



28th November 2025 – More drug paraphernalia on sale at Quickstop




6th February 2026 – Packet of illicit tobacco found under counter



6th February 2026 – Close-up of the packet of illicit tobacco found under counter



6th February 2026 – Black bin liners containing empty cartons of illicit cigarettes



| 6th February 2026 – Black bin liners containing empty cartons of illicit cigarettes |
| --- |
|  |

Georgie Tear
Trading Standards Enforcement Officer
Trading Standards
Regulatory Services

Georgie.Tear1@southwark.gov.uk

Tel: 0207 525 0658

Date: 03 December 2025

**Ref: 034040**

[redacted]
Quickstop
285 Southwark Park Road
London
SE16 3TP

Dear [redacted]

**Invite to a voluntary interview under caution under regarding:**

- **Tobacco and Related Products Regulations 2016,**
- **Trade Marks Act 1994**
- **Environmental Protection (Single-Use Vapes) (England) Regulations 2024**
- **General Product Safety Regulations 2005**

Officers from Southwark Trading Standards visited your shop, Quickstop, 285 Southwark Park Road, London, SE16 3TP on 28th November 2025. A quantity of cigarettes, hand rolling tobacco, single-use vapes and nicotine pouches were seized because they were non-compliant with the above legislation.

Trading in such products constitutes various offences for which you could be prosecuted. If convicted, the courts can impose a fine and/or imprisonment.

The Council is compiling a report about the matter so that a decision can be made about what action to take. I would therefore invite you to a voluntary interview about this matter so that any answers can be included in the report. Details of our office location and travel options are given at the end of this letter.

Such interviews have to be carried out in accordance with the Police and Criminal Evidence Act 1984 and a recording will be made. You are entitled to be accompanied by a solicitor during your interview at your own expense. Interpreters can be arranged on request at no charge.

The possible outcomes are that you could be prosecuted or you could be offered a ‘simple caution’. A simple caution can only be offered if the offence is admitted and any seized stock is voluntarily surrendered.

Could you please telephone me within two weeks of the date of this letter to arrange a mutually convenient appointment for interview.

Although you are not obliged to respond to this letter if you do not wish to attend the voluntary interview, please do confirm this in writing.

You are advised to seek independent legal advice before responding. You may be entitled to free independent legal advice and can contact the Legal Aid Agency customer services on 0300 200 2020 during office hours to find out more.

Yours sincerely

[redacted]

Georgie Tear
Trading Standards Enforcement Officer

**Office location and travel details**

**Address for visitors**

Southwark Council, 160 Tooley Street, London SE1 2QH

This is located in the north of the borough at the Tower Bridge end of Tooley Street, opposite the Unicorn Theatre (between Shand Street and Barnham Street). On arrival please report to reception to obtain a visitor pass.

Please note all post should be addressed to Regulatory Services at the PO box given in the footer of the letter.

**Buses**

There are three bus services which stop directly on Tooley Street (47, 343, 381) and many others which stop at London Bridge station or Tower Bridge Road.

**Trains and underground**

The building is within walking distance of London Bridge Station, which is served by National Rail services to South East London and Kent as well as London Underground Northern and Jubilee Line services. Tower Hill underground station is across the river and within walking distance. Fenchurch Street Station, which runs services to and from Essex, is also within a reasonable walking distance.

**Driving**

We do not recommend driving to the office as there is very limited meter parking in the area. The office is in the congestion zone. Some meter parking is available within walking distance outside of the congestion zone.

**Cycling**

TFL cycle hire points and bicycle racks are present in Tooley Street.

Southwark Council

[redacted]

Georgie Tear
Enforcement Officer
Trading Standards
Regulatory Services
Georgie.Tear1@southwark.gov.uk
Tel: 0207 525 0658

Date: 12 February 2026

**Ref: 034120**

Dear [redacted]

**Notice requiring information in accordance with powers granted under Schedule 5, Part 3 para 14 of the Consumer Rights Act 2015**

This authority is carrying out an investigation into suspected offences under the:

- Tobacco and Related Products Regulations 2016 and the Trademarks Act 1994 in relation to the supply of illicit/counterfeit tobacco from Quickstop, 285 Southwark Park Road, London, SE16 3TP.

This notice requires you to provide information on who your tenant is and who is running the business at Quickstop, 285 Southwark Park Road, London, SE16 3TP. Please provide the following:

- Current lease holder from
- Copy of the current lease.
- Payment details for the rent that you receive, including name and payment method.
- Contact details for your tenant (phone number, email and address).
- Details of water, gas, electricity providers and person(s) responsible for payment of these utilities.

Failure to comply with this notice, without reasonable excuse, could result in a court application and the imposition of a penalty. Please see the footnote for more details.

You can provide the information by email or post. It must be supplied within 10 working days from the date of this notice. Data protection Act 2008 exemptions apply as explained in the following paragraph.

Southwark Council

**Data Protection Act 2018 Section 15 (exemptions from, and restrictions and adaptations of the application of, rules of the GDPR) Paragraph 2 of Part 1 of Schedule 2**

To satisfy the above-mentioned data protection exemption provisions, I certify that the information requested is required for the prevention, investigation or detection of crime and the prosecution of offenders and that failure to disclose it is likely to prejudice my enquiry.

I understand that it is an offence to unlawfully obtain personal data and if information on this form is false or incorrect I may be committing an offence under section 170 of the Data Protection Act 2018.

If you have any queries please do not hesitate to contact me.

Yours sincerely

[redacted]

Georgie Tear
Enforcement Officer

**Court application for compliance and penalties**

On application the court may order you to do anything that the court thinks it is reasonable for you to do to ensure that the notice is complied with.

The court may also order you to pay a monetary penalty of up to £30,000 or more for high turnover businesses. You may also be required to meet the costs or expenses of the court application.

Georgie Tear
Trading Standards Enforcement Officer
Trading Standards
Regulatory Services
Georgie.Tear1@southwark.gov.uk
Tel: 0207 525 0658

Date: 11 March 2026

**Ref: 034120**

Mr Thanbir Ahmed Raju
[redacted]

Dear Mr Raju

**Notice requiring information in accordance with powers granted under Schedule 5, Part 3 para 14 of the Consumer Rights Act 2015**

This authority is carrying out an investigation into suspected offences under the following legislation:

- Tobacco and Related Products Regulations 2016
- Trademarks Act 1994

in relation to the supply of illicit/counterfeit tobacco from the business premises Quickstop, 285 Southwark Park Road, London, SE16 3TP.

This notice requires you to provide information on who your tenant is and who is running the business at Quickstop, 285 Southwark Park Road, London, SE16 3TP. Please provide the following:

- Current and previous leaseholder details since 27th October 2025
- Copy of the current and previous leases since 27th October 2025
- Payment details for the rent that you receive, including name and payment method.
- Contact details for Current and previous tenants (phone numbers, email addresses and postal addresses).
- Details of water, gas, electricity providers and person(s) responsible for payment of these utilities.

Failure to comply with this notice, without reasonable excuse, could result in a court application and the imposition of a penalty. Please see the footnote for more details.

You can provide the information by email or post. **It must be supplied within 10 working days from the date of this notice.** Data protection Act 2008 exemptions apply as explained in the following paragraph.

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I understand that it is an offence to unlawfully obtain personal data and if information on this form is false or incorrect I may be committing an offence under section 170 of the Data Protection Act 2018.

If you have any queries, please do not hesitate to contact me.

Yours sincerely

[redacted]

Georgie Tear
Trading Standards Enforcement Officer

**Court application for compliance and penalties**

On application the court may order you to do anything that the court thinks it is reasonable for you to do to ensure that the notice is complied with.

The court may also order you to pay a monetary penalty of up to £30,000 or more for high turnover businesses. You may also be required to meet the costs or expenses of the court application.

**DATED**

---

**UNDERLEASE**

**relating to**

**285 Southwark Park Road, London SE16 3TP**

between

**THANBIR AHMED RAJU**

and

[redacted]

**LR1. Date of lease**

2024

**LR2. Title number(s)**

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

TGL330912

**LR2.2 Other title numbers**

None.

**LR3. Parties to this lease**

**Landlord**

**Thanbir Ahmed Raju** [redacted]

**Tenant**

[redacted]

**Other parties**

None.

**LR4. Property**

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and Schedule 1 of this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building.

**LR5. Prescribed statements etc.**

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

None.

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

None.

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

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

None.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements set out in Schedule 2 to this lease are granted or reserved over the Property for the benefit of other property.

**LR12. Estate rentcharge burdening the Property**

None.

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

None.

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

Not applicable.

This lease is dated
2025

**PARTIES**

(1) **Thanbir Ahmed Raju** [redacted]

(2) [redacted]

**BACKGROUND**

(A) The Landlord is entitled to possession of the Property under the Superior Lease.

(B) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this lease.

**AGREED TERMS**

**1. Interpretation**

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

1.1 Definitions:

**Annual Rent**: rent at an initial rate of £30,000.00 per annum (exclusive of VAT) and then as revised under 4 and any interim rent determined under the LTA 1954.

**Authorised Person**: any:

a) undertenant or person deriving title under the Tenant;

b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or

c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

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

**Contractual Term**: a term of years from and including the date of this lease to and including 2034 *[9 years from the date hereof]*.

**Default Interest Rate**: 5% per annum above the Interest Rate.

**Energy Assessor**: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

**Energy Performance Certificate**: a certificate as defined in regulation 2(1) of the EPC Regulations.

**EPC Regulations**: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Excluded Insurance Items**: any:

a) glass in the shopfront of the Property; and

b) tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.

**Expert**: an independent surveyor:

a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;

b) with [at least ten years' post-qualification experience including] relevant experience in the subject matter of the dispute; and

c) appointed in accordance with paragraph 2 of Part 5 of Schedule 4.

**Insolvency Event**: subject to clause 1.15, any one or more of the following:

d) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;

e) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;

f) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;

g) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;

h) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

i) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

j) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;

k) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);

l) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;

m) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor; or

n) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

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

a) the gross cost of any premiums that the Landlord expends (before any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Property (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;

b) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years; and

c) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) and (b) of this definition.

**Insured Risks:** (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

**Interest Rate**: the base rate from time to time of Barclays Bank plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

**IPT**: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

**LPA 1925**: Law of Property Act 1925.

**LTA 1927**: Landlord and Tenant Act 1927.

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

**LTCA 1995**: Landlord and Tenant (Covenants) Act 1995.

**Permitted Use**: use as a shop within Use Class E(a) of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this lease was granted) or such other use within Use Class E(a) of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this lease was granted) to which the Landlord has given consent (such consent not to be unreasonably withheld),

**President**: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

**Property**: the property described in Schedule 1.

**Property Damage**: damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.

**Property Plan**: the plan annexed to this lease at ANNEX A and marked "Property Plan".

**Rates and Taxes**: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease or the Landlord's interest in the Superior Lease;

b) payable by the Superior Landlord in connection with any dealing with, or disposition of, the reversion to the Superior Lease; or

c) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease [or by the Superior Landlord by reason of the receipt of any of the rents due under the Superior Lease.

**Recommendation Report**: a report as defined in regulation 4 of the EPC Regulations.

**Reinstatement Cost**: the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

**Rents**: the rents set out in clause 2.2.

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

**Rent Payment Dates**: the first day of every month.

**Reservations**: the rights excepted and reserved in paragraph 1 of Schedule 2.

**Service Media**: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

**Signs**: signs, fascia, awnings, placards, boards, posters and advertisements.

**Superior Landlord**: the landlord for the time being of the Superior Lease.

**Superior Landlord's Covenants**: the obligations in the Superior Lease to be observed by the Superior Landlord.

**Superior Lease**: a lease of the Property dated 29 March 2010 made between (1) and (2) including any deed, licence, consent, approval or other instrument supplemental or collateral to it..

**Tenant Damage:** damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

**Term**: the Contractual Term and any statutory continuation of this lease.

**Termination Date**: the date on which this lease determines (however it determines).

**Third Party Rights**: the matters set out in Schedule 3.

**Uninsured Risks**: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into and **Uninsured Risk** means any one of the Uninsured Risks.

**Utilities**: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

**Utility Costs**: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

**VAT**: value added tax [or any equivalent tax] chargeable in the UK.

1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.

1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.

1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.6 A reference to:

(a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;

(b) the **Tenant** includes a reference to its successors in title and assigns; [and]

(c) [the **Superior Landlord** includes a reference to the person entitled to the immediate reversion to the Superior Lease; and]

(d) a **guarantor** [is a reference to any guarantor **OR** includes a reference to the Guarantor and to any other guarantor] of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

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

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

1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.

1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.12 References to:

(a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 41.1;

(b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 41.3; and

(c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of:

(i) the Superior Landlord; and

(ii) any mortgagee of the Landlord or of the Superior Landlord;

where such consent or approval is required under the terms of [the Superior Lease or] the mortgage. Except that nothing in this lease shall be construed as imposing on [the Superior Landlord or] any mortgagee any obligation (or indicating that such an obligation is imposed on [the Superior Landlord or] any mortgagee by the terms of [the Superior Lease or] the mortgage) not unreasonably to refuse any such consent.

1.13 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.

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

1.15 For the purposes of the definition of **Insolvency Event**:

(a) where any of the paragraphs in that definition apply in relation to:

(i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and

(ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and

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

1.16 A reference to **writing** or excludes fax and email.

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

1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

**2. Grant**

2.1 The Landlord lets the Property to the Tenant:

(a) for the Contractual Term;

(b) with full title guarantee;

(c) excepting and reserving the Reservations; and

(d) subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

(a) the Annual Rent;

(b) the Insurance Rent;

(c) all interest payable under this lease;

(d) all other sums payable under this lease; and

(e) all VAT chargeable on the other rents set out in this clause 2.2.

**3. Tenant covenants**

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

**4. Payment of Annual Rent and Arrears Rent**

The Tenant must pay the Annual Rent by twelve equal instalments in advance on or before the Rent Payment Dates except that:

(a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date;

(b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date; and

**5. Payment method**

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

(a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or

(b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

**6. No set-off**

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**7. Interest**

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of] its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

**8. Rates and Taxes**

8.1 The Tenant must pay all Rates and Taxes.

8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

8.3 If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

**9. Utilities**

9.1 The Tenant must pay all Utility Costs.

9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

**10. Common items**

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

**11. Costs**

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord and those of the Superior Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

(a) the enforcement of the tenant covenants of this lease;

(b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);

(c) serving any notice in connection with this lease under section 17 of the LTCA 1995;

(d) the preparation and service of a schedule of dilapidations in connection with this lease [provided that that schedule is served on or before the date which is [six] months from and including the Termination Date]; or

(e) any consent or approval applied for under:

(i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord); or

(ii) the Superior Lease where the consent of the Superior Landlord is required under this lease (whether or not it is granted).

## 12. Prohibition of dealings

The Tenant must not:

(a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property;

(b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or

(c) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

## 13. Repair

13.1 The Tenant must:

(a) keep the Property in good and substantial repair and condition which shall include having regard to the nature and condition of the Property at the date on which the Previous Lease was granted;

(b) ensure that any Service Media forming part of the Property is kept in good working order;

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

(d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

## 14. Decoration

The Tenant must:

(a) decorate the exterior and interior of the Property as often as is reasonably necessary and in any event every third year and also in the last three months before the Termination Date;

(b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and

(c) carry out:

(i) any decoration of the exterior of the Property required at any time during the Term (including in the last three months before the Termination Date); and

(ii) the decoration of the interior of the Property required in the last three months before the Termination Date;

to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

**15. Alterations**

15.1 Except as permitted by this clause 15, the Tenant must not make any:

(a) alteration or addition to the Property; or

(b) opening in any boundary of the Property.

15.2 Any alterations permitted by this clause are subject to clause 15.5.

15.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

15.4 The Tenant may:

(a) make any alterations to the shopfront of the Property; or

(b) attach a shop fascia to the Property;

with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

15.5 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

**16. Signs**

16.1 The Tenant must not:

(a) except as permitted by clause 16.2, display any Signs inside the Property that are visible from the outside; or

(b) except as permitted by clause 15.4(b), attach any Signs to the exterior of the Property.

16.2 The Tenant may display such trade posters and advertisements at the Property of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

16.3 The Tenant must allow the Landlord to fix to and keep at the Property:

(a) during the six month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and

(b) at any time during the Term, any sale board as the Landlord reasonably requires.

**17. Window displays and window cleaning**

The Tenant must:

(a) keep the shopfront of the Property and any windows at the Property appropriately lit and dressed during the hours that the Property is open for trade; and

(b) as often as reasonably necessary, the Tenant must clean the internal and external surfaces of the shopfront and any windows or other glass at the Property.

**18. Returning the Property to the Landlord**

18.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

18.2 Subject to clause 18.3, the Tenant must by the Termination Date:

(a) remove:

(i) any tenant's fixtures from the Property;

(ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease [and any Previous Lease Alterations]; and

(iii) any Signs erected by the Tenant at the Property; and

(b) make good any damage caused to the Property by the removal of those items and alterations.

18.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 18.2(a)(i) and clause 18.2(a)(ii) shall not be removed pursuant to clause 18.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

18.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

18.5 The Tenant:

(a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

(b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

**19. Use**

19.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

19.2 The Tenant must not:

(a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the Superior Landlord or any property that neighbours the Property;

(b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;

(c) hold any auction at the Property;

(d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property;

(e) overload any part of the Property nor overload or block any Service Media at or serving the Property;

(f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;

(g) (except as permitted by **Error! Bookmark not defined.Error! Reference source not found.**) interfere with any Service Media at the Property;

(h) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or

(i) allow any person to sleep at or reside on the Property.

**20. Exercise of the Rights**

The Tenant must exercise the rights:

(a) only in connection with the Tenant's use of the Property for the Permitted Use; and

(b) in compliance with all laws relating to the Tenant's use of the Property and any other neighbouring or adjoining property pursuant to the rights.

## 21. Allow entry

21.1 Subject to clause 21.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

(a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;

(b) at any reasonable time (whether or not during usual business hours); and

(c) with their workers, contractors, agents and professional advisers.

21.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

## 22. Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

(a) hold a full set of keys for the Property;

(b) hold all the access codes for the Tenant's security systems (if any) at the Property; and

(c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

## 23. Compliance with laws

23.1 The Tenant must comply with all laws relating to:

(a) the Property and the occupation and use of the Property by the Tenant;

(b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;

(c) any works carried out at the Property; and

(d) all materials kept at or disposed of from the Property.

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

(a) send a copy of the relevant document to the Landlord; and

(b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

23.3 The Tenant must not:

(a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted or required under this lease); or

(b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).

23.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

23.5 The Tenant must:

(a) comply with its obligations under the CDM Regulations;

(b) maintain the health and safety file for the Property in accordance with the CDM Regulations;

(c) give that health and safety file to the Landlord at the Termination Date;

(d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and

(e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

23.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

23.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

23.8 The Tenant must keep:

(a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property [or recommended by them] or reasonably required by the Landlord; and

(b) that machinery, equipment and alarms properly maintained and available for inspection.

**24. Energy Performance Certificates**

24.1 The Tenant must:

(a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation

Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and

(b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

24.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

24.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

(a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or

(b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

24.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

**25. Third Party Rights**

The Tenant must:

(a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and

(b) not do anything that may interfere with any Third Party Right.

**26. Superior Lease**

The Tenant must observe and perform the tenant covenants in the Superior Lease

**27. Encroachments and preservation of rights**

27.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

27.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

(a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and

(b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

27.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

27.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

27.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:

(a) immediately inform the Landlord and give the Landlord notice of that action; and

(b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

**28. Replacement guarantor**

28.1 Subject to clause 28.2, if:

(a) an Insolvency Event occurs in relation to a guarantor; or

(b) any guarantor (being an individual) dies or becomes incapable of managing their affairs;

the Tenant must, if the Landlord so requests, procure that a person of standing acceptable to the Landlord (acting reasonably), within 7 working days of that request enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by that guarantor.

28.2 clause 28.1 shall not apply in the case of a person who is a guarantor by reason of having entered into an authorised guarantee agreement.

**29. Procure guarantor consent**

For so long as any guarantor remains liable to the Landlord, the Tenant must, if the Landlord so requests, procure that that guarantor does all or any of the following:

(a) joins in any consent or approval required under this lease; and

(b) consents to any variation of the tenant covenants of this lease.

**30. Indemnity**

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

(a) any breach of any tenant covenants in this lease;

(b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or

(c) any act or omission of the Tenant or any Authorised Person.

**31. Landlord covenants**

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

**32. Quiet enjoyment**

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**33. Exercise of right of entry**

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 2, the Landlord must:

(a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;

(b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;

(c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

(d) cause as little inconvenience as reasonably possible to the Tenant; and

(e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

**34. Re-entry and forfeiture**

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

(a) the whole or any part of the Rents is unpaid 14 days after becoming payable (whether it has been formally demanded or not);

(b) any breach of any condition of, or tenant covenant in, this lease; or

(c) an Insolvency Event.

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

**35. Section 62 of the LPA 1925 and implied rights and existing appurtenant rights**

35.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

**36. Compensation on vacating**

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

**37. No restriction on Landlord's use**

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of any other neighbouring or adjoining property.

**38. Limitation of liability**

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

**39. Breach of repair and maintenance obligation**

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

39.2 Following the service of a notice pursuant to clause 48.1, the Landlord may enter the Property and carry out the required works if the Tenant:

(a) has not begun any works required to remedy any breach specified in that notice within one month of the notice or, if works are required as a matter of emergency, immediately; or

(b) is not carrying out the required works with all due speed.

39.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 39.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

39.4 Any action taken by the Landlord pursuant to this clause 48 shall be without prejudice to the Landlord's other rights (including those under clause 42).

**40. Notices**

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

(a) by hand:

(i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

(ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or

(iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or

(b) by pre-paid first-class post or other next working day delivery service:

(i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

(ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or

(iii) in any other case, at that party's last known place of abode or business in the United Kingdom.

40.2 If a notice complies with the criteria in clause 40.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

(a) delivered by hand, at the time the notice is left at the proper address; or

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

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

**41. Consents and approvals**

41.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

(a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

(b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

41.2 If a waiver is given pursuant to clause 41.1, it shall not affect the requirement for a deed for any other consent.

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

(a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

41.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

(a) imply that any consent or approval required from a third party has been obtained; or

(b) obviate the need to obtain any consent or approval from a third party.

41.5 Where the Tenant requires the consent or approval of [the Superior Landlord or] any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use [all] reasonable endeavours to obtain that consent or approval.

41.6 Where:

(a) the consent of the Superior Landlord or a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the Superior Lease or mortgage; or

(b) the approval of the Superior Landlord or a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the Superior Lease or mortgage.

**42. Disputes under the Superior Lease**

Notwithstanding the other terms of this lease, if any dispute, issue, question or matter arising out of or under or relating to the Superior Lease also affects or relates to the provisions of this lease, the determination of that dispute, issue, question or matter pursuant to the provisions of the Superior Lease shall be binding on the Tenant as well as the Landlord for the purposes both of the Superior Lease and this lease provided that this provision shall not apply to the provisions for the review of Annual Rent payable under this lease.

**43. VAT**

43.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

43.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

43.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

43.4 The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

**44. Joint and several liability**

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

**45. Entire agreement**

45.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

45.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

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

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

**46. Contracts (Rights of Third Parties) Act 1999**

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

**47. Governing Law**

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

**48. Jurisdiction**

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

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

**Schedule 1 Property**

The Ground Floor Shop known as 285 Southwark Park Road, London SE16 3TP and shown edged red on the Property Plan including one half severed vertically of any party walls separating those premises from any adjoining premises.

**Schedule 2 Reservations**

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following rights:

1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.

1.2 Subject to the Landlord complying with clause 41, the right to enter the Property for any purpose mentioned in or connected with:

(a) this lease;

(b) the Superior Lease and the Superior Landlord's interest in the Property;

(c) the Reservations; or

(d) the Landlord's interest in the Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

1.3 The right to:

(a) use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term;

(b) install and construct Service Media at the Property to serve any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and

(c) re-route and replace any Service Media referred to in this paragraph.

1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.

1.5 The right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.

2. The Reservations:

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

2.2 May be exercised by:

(a) the Landlord;

(b) the Superior Landlord;

(c) anyone else who is or becomes entitled to exercise them; and

(d) anyone authorised by the Landlord or the Superior Landlord;

2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

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

3.1 Physical damage to the Property.

3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

**Schedule 3 Third Party Rights**

1. All easements and other rights, covenants and restrictions affecting the Property including those set out or referred to in the register entries of title number SGL4142 as at the date of this lease.

## Schedule 4 Rent review

### Part 1 Definitions

### 1. Definitions

The following definitions apply in this Schedule 4.

**Assumptions**: the assumptions set out in Part 2 of this Schedule 4.

**Disregards**: the disregards set out in Part 3 of this Schedule 4.

**Hypothetical Lease**: the lease described in Part 4 of this Schedule 4.

**Open Market Rent**: the best annual rent (exclusive of VAT) at which the Property could reasonably be expected to be let:

a) in the open market;

b) at the Review Date; and

c) applying the Assumptions and Disregards.

**Review Date**: *[the end of the fifth year]*

**Shortfall Payment Date**: the date which is five working days from and including the date that the revised Annual Rent is agreed or determined.

### Part 2 Assumptions

1. The matters to be assumed are:

1.1 The Property is available to let in the open market:

(a) on the terms of the Hypothetical Lease;

(b) by a willing landlord to a willing tenant;

(c) with vacant possession; and

(d) without a fine or a premium.

1.2 The willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the Review Date in relation to fitting-out works at the Property.

1.3 The Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing tenant (or any potential undertenant or assignee of the willing tenant) for any use permitted by this lease.

1.4 The Tenant and the Landlord have fully complied with their obligations in this lease.

1.5 If the Property or any means of access to it or any Service Media serving the Property has been destroyed or damaged, it has been fully restored.

1.6 No work has been carried out on the Property (including any Previous Lease Alterations) that has diminished its rental value.

1.7 Any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property.

1.8 The willing tenant and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the Value Added Tax Act 1994 in relation to the Property.

**Part 3 Disregards**

1. The matters to be disregarded are:

1.1 Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property.

1.2 Any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.

1.3 Any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease (including any physical improvement to any Service Media servicing the Property), by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).

1.4 Any effect on the rent attributable to any Previous Lease Alterations.

1.5 Any effect on rent of any obligation on the Tenant [to fit-out the Property or] to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out.

1.6 Any effect on rent of the installation of a mezzanine floor in the Property.

1.7 Any statutory restriction on rents or the right to recover them.

**Part 4 Hypothetical Lease**

1. A lease:

1.1 Of the whole of the Property.

1.2 For a term of 10 years commencing on the Review Date.

1.3 Otherwise on the terms of this lease (other than the amount of the Annual Rent, and the Review Date).

**Part 5 Review of the Annual Rent**

**1. Review**

1.1 The Annual Rent shall be reviewed on the Review Date to equal:

(a) the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or

(b) in the absence of such agreement, the greater of:

(i) the Annual Rent payable immediately before the [relevant] Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and

(ii) the Open Market Rent agreed or determined pursuant to this Schedule 4.

1.2 The Landlord and Tenant may agree the revised Annual Rent at any time before it is determined by the Expert.

1.3 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

**2. Determination by the Expert**

2.1 If the Landlord and Tenant have not agreed the revised Annual Rent by the date three months before the Review Date, then either party may at any time refer the revised Annual Rent for determination by the Expert in accordance with this paragraph 2 of this Part of this Schedule. The Expert can be appointed in accordance with the terms of this lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Annual Rent.

2.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

2.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 21 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.

2.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 14 working days of the matter being referred to the Expert.

2.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph, then:

(a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and

(b) this paragraph 2 of this Part of this Schedule shall apply to the new Expert as if they were the first Expert appointed.

2.6 The parties are entitled to make submissions to the Expert and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

2.7 To the extent not provided for by this paragraph 2 of this Part of this Schedule, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.

2.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

2.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.

2.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.

2.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:

(a) the other party may pay instead; and

(b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to paragraph 2.11(a) of this Part of this Schedule.

2.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this paragraph and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

**3. Late review of Annual Rent**

3.1 If the revised Annual Rent has not been agreed or determined on or before the Review Date, the Tenant must:

(a) continue to pay the Annual Rent at the rate payable immediately before that Review Date; and

(b) on or before the Shortfall Payment Date, pay:

(i) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and

(ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date [(or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment)].

**4. Time not of the essence**

4.1 Time is not of the essence for the purposes of this Schedule 4.

**5. Guarantor**

5.1 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.

## Schedule 5 Insurance

### 1. Landlord's obligation to insure

1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must insure (and keep insured):

(a) the Property on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost; and

(b) loss of Annual Rent from the Property for three years.

1.2 The Landlord shall not be obliged to insure:

(a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule 5 shall exclude the Excluded Insurance Items;

(b) any alterations to the Property that form part of the Property unless:

(i) those alterations are permitted or required under this lease;

(ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and

(iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or

(c) the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.

1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

### 2. Landlord to provide insurance details

2.1 In relation to any insurance effected by the Landlord under this Schedule 5, the Landlord must:

(a) at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:

(i) full details of the insurance policy;

(ii) evidence of payment of the current year's premiums; and

(iii) details of any commission paid to the Landlord by the Landlord's insurer;

(b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change.

**3. Tenant's obligations**

3.1 The Tenant must pay to the Landlord on demand:

(a) the Insurance Rent;

(b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

(c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

3.2 The Tenant must:

(a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter;

(b) not do or omit to do anything as a result of which:

(i) any insurance policy for the Property may become void or voidable or otherwise prejudiced;

(ii) the payment of any policy money may be withheld; or

(iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));

(c) comply at all times with the requirements and recommendations of the insurers relating to the Property [where written details of those requirements or recommendations have first been given to the Tenant];

(d) give the Landlord immediate notice of the occurrence of:

(i) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or

(ii) any other event that might affect any insurance policy relating to the Property;

(e) except for the Excluded Insurance Items, not effect any buildings insurance of the Property but, if the Tenant becomes entitled to the benefit of any buildings insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord;

(f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person; and

(g) insure (and keep insured) against public liability of the Tenant in relation to the Property in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord with:

(i) full details of that insurance policy; and

(ii) evidence of payment of the current year's premiums.

**4. Rent suspension**

4.1 Subject to paragraph 4.2 of this Schedule, if any Property Damage by an Insured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Property Damage) shall be suspended until the earlier of:

(a) the date on which the Property has been reinstated so that it is fit for occupation and use; and

(b) the date which is three years from and including the date on which that Property Damage occurred.

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Property Damage is caused by:

(a) an Insured Risk and:

(i) the policy of insurance in relation to the Property has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and

(ii) the Tenant has not complied with paragraph 3.2(f) of this Schedule; or

(b) an Uninsured Risk and the Property Damage was Tenant Damage.

**5. Landlord's obligation to reinstate following damage or destruction by an Insured Risk**

5.1 Following any damage to or destruction of the Property by an Insured Risk, the Landlord must:

(a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and

(b) reinstate the Property except that the Landlord shall not be obliged to:

(i) reinstate unless all necessary planning and other consents are obtained;

(ii) reinstate unless the Tenant has paid the sums due under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule;

(iii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

(iv) reinstate after a notice to terminate has been served pursuant to this Schedule 5.

5.2 If the Landlord is obliged to reinstate the Property pursuant to paragraph 5.1(b) of this Schedule, the Landlord must:

(a) use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule for the purposes of that reinstatement; and

(b) make up any shortfall out of its own funds.

**6. Termination if reinstatement impossible or impractical following Property Damage by an Insured Risk**

6.1 Following Property Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Property Damage occurred.

**7. Property Damage by an Uninsured Risk**

7.1 If the Property is destroyed or damaged due to Property Damage by an Uninsured Risk, so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Property so as to make it fit for occupation and use within two months of the damage or destruction, then the Landlord or the Tenant may terminate this lease by giving notice to the other.

**8. Termination if reinstatement not complete by expiry of rent suspension**

8.1 If Property Damage by an Insured Risk occurs and the Property has not been reinstated so as to make it fit for occupation and use by the date which is three years after the date on which that Property Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:

(a) such notice is served before the Property has been reinstated so as to make it fit for occupation and use; and

(b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 13 or this Schedule 5.

**9. Consequences of termination**

9.1 If either party gives a notice to terminate this lease in accordance with this Schedule 5 then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease and any proceeds of the insurance for the Property shall belong to the Landlord.

## Schedule 6 Guarantee and indemnity

### 1. Guarantee and indemnity

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

(a) pay the Rents and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and

(b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **AGA**) and that, if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:

(a) to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this lease; or

(b) to observe or perform any of the obligations the Tenant enters into in the AGA.

### 2. Guarantor's liability

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

(a) any time or indulgence granted by the Landlord to the Tenant;

(b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;

(c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;

(d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the AGA);

(e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the

Tenant's liability to pay the Rents or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the AGA) including the release of any such security;

(f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them;

(g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;

(h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;

(i) without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease;

(j) the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or

(k) any other act or omission except an express written release by deed of the Guarantor by the Landlord.

2.3 Any sum payable by the Guarantor must be paid without any set-off or counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) against the Landlord or the Tenant.

**3. Variations and supplemental documents**

3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the AGA).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this lease (or the Tenant's obligations under the AGA) whether or not:

(a) the variation is material or prejudicial to the Guarantor;

(b) the variation is made in any document; or

(c) the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.

**4. Guarantor to take a new lease or make payment**

4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Property on the terms set out in paragraph 4.2 of this Schedule.

4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:

(a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

(b) be for a term that expires on the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;

(c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it [(subject to paragraph 5 of this Schedule) and which is subject to review on the same terms and dates provided by this lease];

(d) be excluded from sections 24 to 28 of the LTA 1954; and

(e) otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor must pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to [six] months' Annual Rent and the Guarantor must pay that amount on demand.

**5. Rent at the date of forfeiture or disclaimer**

5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be subject to review on the date on which the term of the new lease commences on the same terms as those that apply to a review of the Annual Rent under this lease, such review date to be included in the new lease.

5.2 If paragraph 5.1 of this Schedule applies, then the review for which it provides shall be in addition to any rent reviews that are required under paragraph 4.2(c) of this Schedule.

**6. Payments in gross and restrictions on the Guarantor**

6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

6.2 The Guarantor must not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it must hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Guarantor must not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

**7. Other securities**

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rents and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Rents or to observe and perform the tenant covenants of this lease.

Signed as a deed by **Thanbir Ahmed Raju** in the presence of:

……..

Signature of witness

Name

Address

Occupation

……..

**Signature of Landlord**

Signed as a deed by [redacted] in the presence of:

……..

Signature of witness

Name

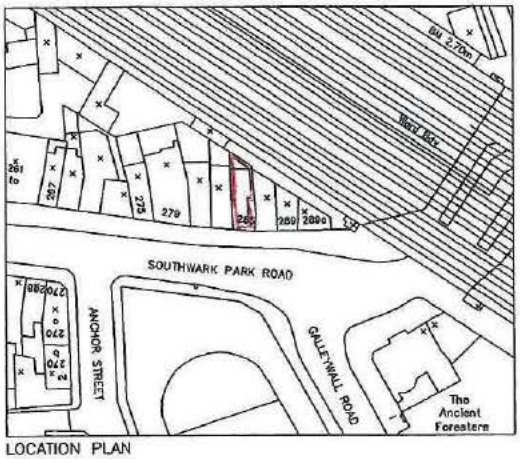
Address

Occupation

……...

**Signature of Tenant**

**ANNEX A Property Plan**




LOCATION PLAN
SCALE 1:1250

[redacted]

NATIONAL LEASE PLANS
78 WINDMILL ROAD
LONDON N18 1LN
T: 0845 124 9552 F: 0845 355 0596
www.nationalleaseplans.co.uk

NORTH

| ADDRESS: | DETAILS: | SCALE: | DATE: |
|---|---|---|---|
| 285 SOUTHWARK PARK ROAD<br>LONDON<br>SE16 3TP | LEASE PLAN | 1:100 | OCT 2009 |
| | | DRAWING NO: | 285/01 |

## Tear1, Georgie

**From:** Raju Ahmed [redacted]
**Sent:** 25 March 2026 15:29
**To:** Tear1, Georgie
**Subject:** Notice Reply
**Attachments:** Lease v1.pdf

You don't often get email from [redacted] Learn why this is important

Hi Mr Tear,

Please see my response to your letter dated 11 March 2026.

1. Current and previous leaseholder details since 27th October 2025 - [redacted]

2. Copy of the current and previous leases since 27th October 2025 - Please find attached.

3. Payment details: [redacted] paid by direct debit 1st of month.

4. Contact details: [redacted]

5. Name of electricity, gas, water providers: Unknown. Person responsible for payment: [redacted]

Kind regards,
Raju

Georgie Tear
Trading Standards Enforcement Officer
Trading Standards
Regulatory Services

Georgie.Tear1@southwark.gov.uk

Tel: 0207 525 0658

Date: 27 March 2026

**Ref: 034040**

Dear Sirs,

**Invite to a voluntary interview under caution under regarding:**

- **Tobacco and Related Products Regulations 2016,**
- **Trade Marks Act 1994**
- **Environmental Protection (Single-Use Vapes) (England) Regulations 2024**
- **General Product Safety Regulations 2005**

Officers from Southwark Trading Standards visited your shop, Quickstop, 285 Southwark Park Road, London, SE16 3TP on 28th November 2025. A quantity of cigarettes, hand rolling tobacco, single-use vapes and nicotine pouches were seized because they were non-compliant with the above legislation.

On 6th February 2026 officers from Southwark Trading Standards visited your shop, Quickstop, 285 Southwark Park Road, London, SE16 3TP. A packet of illicit hand rolling tobacco and empty cartons of illicit cigarettes were seized because they were non-compliant with the above legislation.

Trading in such products constitutes various offences for which you could be prosecuted. If convicted, the courts can impose a fine and/or imprisonment.

The Council is compiling a report about the matter so that a decision can be made about what action to take. I would therefore invite you to a voluntary interview about this matter so that any answers can be included in the report. Details of our office location and travel options are given at the end of this letter.

Such interviews have to be carried out in accordance with the Police and Criminal Evidence Act 1984 and a recording will be made. You are entitled to be accompanied by a solicitor during your interview at your own expense. Interpreters can be arranged on request at no charge.

The possible outcomes are that you could be prosecuted or you could be offered a ‘simple caution’. A simple caution can only be offered if the offence is admitted and any seized stock is voluntarily surrendered.

Could you please telephone me within two weeks of the date of this letter to arrange a mutually convenient appointment for interview.

Although you are not obliged to respond to this letter if you do not wish to attend the voluntary interview, please do confirm this in writing.

You are advised to seek independent legal advice before responding. You may be entitled to free independent legal advice and can contact the Legal Aid Agency customer services on 0300 200 2020 during office hours to find out more.

Yours sincerely

[redacted]

Georgie Tear
Trading Standards Enforcement Officer

**Office location and travel details**

**Address for visitors**

Southwark Council, 160 Tooley Street, London SE1 2QH

This is located in the north of the borough at the Tower Bridge end of Tooley Street, opposite the Unicorn Theatre (between Shand Street and Barnham Street). On arrival please report to reception to obtain a visitor pass.

Please note all post should be addressed to Regulatory Services at the PO box given in the footer of the letter.

**Buses**

There are three bus services which stop directly on Tooley Street (47, 343, 381) and many others which stop at London Bridge station or Tower Bridge Road.

**Trains and underground**

The building is within walking distance of London Bridge Station, which is served by National Rail services to South East London and Kent as well as London Underground Northern and Jubilee Line services. Tower Hill underground station is across the river and within walking distance. Fenchurch Street Station, which runs services to and from Essex, is also within a reasonable walking distance.

**Driving**

We do not recommend driving to the office as there is very limited meter parking in the area. The office is in the congestion zone. Some meter parking is available within walking distance outside of the congestion zone.

**Cycling**

TFL cycle hire points and bicycle racks are present in Tooley Street.

Georgie Tear
Trading Standards Enforcement Officer
Trading Standards
Regulatory Services
Georgie.Tear1@southwark.gov.uk
Tel: 0207 525 0658

Date: 27 March 2026

**Ref: 034040**

**Company Director of Quickstop11 Limited**
Quickstop
285 Southwark Park Road
London
SE16 3TP

Dear Sirs,

**Invite to a voluntary interview under caution under regarding:**

- **Tobacco and Related Products Regulations 2016,**
- **Trade Marks Act 1994**
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Yours sincerely

[redacted]

Georgie Tear
Trading Standards Enforcement Officer

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Southwark Council

Mr Thanbir Ahmed Raju
[redacted]

Georgie Tear
Enforcement Officer
Trading Standards
Georgie.Tear1@southwark.gov.uk
Tel: 0207 525 0658

Date: 22 April 2026

**Ref: 285 Southwark Park Road**

Dear Mr Raju

**Activity at: Quickstop, 285 Southwark Park Road, London, SE16 3TP**

**Proceeds of Crime Act 2002 – Money Laundering**

**Serious Crime Act 2007 – Encouraging or assisting an offender**

I understand you are the landlord of the above address.

The London Borough of Southwark Trading Standards Service is carrying out an investigation into suspected criminal offences under the Trade Marks Act 1994 and the Tobacco and Related Products Regulations 2016 in relation to the supply of illicit tobacco and vapes from the above address.

This service has carried out three seizures of illicit tobacco and vapes since 27 October 2025 at the address. We believe the main purpose of "Quickstop" is to supply illicit tobacco and vapes.

We have evidence that suggests Quickstop11 Limited and [redacted] along with other persons, is running a criminal operation from Quickstop, 285 Southwark Park Road, London, SE16 3TP and committing criminal offences at the address. It is believed that a significant proportion of their income is from crime. As such, any payments made by them to you, for example rent payments, will potentially be considered "criminal property".

As the landlord for the 285 Southwark Park Road, London, SE16 3TP, accepting payments for rent from, or on behalf of, Quickstop, could make you liable for prosecution for a money laundering offence.

The council is sharing this information with you for the purpose of the prevention of detection of crime by virtue of Paragraph 2 of Part 1 of Schedule 2 of the Data Protection Act 2018.

Now that you have been notified of this, you, as the landlord, could be deemed to "know or suspect" that the rent payment received is criminal property.

If you continue to accept rent from, or on behalf of, Quickstop you would potentially commit offences under the Proceeds of Crime Act 2002 (sections 327 to 329).

Any person convicted of such offences is liable to an unlimited fine and/or a maximum six-month prison sentence at the Magistrates' Court or up to 14 years in the Crown Court.

It is also an offence to assist an offender, if you believe that he will commit an offence. For example, if you continue to allow a tenant to operate a business concerned in the supply of illicit tobacco and/or vapes from the address, you may be considered to be assisting the commission of the crimes.

To protect yourself legally, I would recommend that you consider whether to continue your current arrangements, and review any terms and conditions of your agreement, to determine if there are breaches and any grounds to end it.

Specifically, we ask you to take action so that the criminal activity can no longer take place. In doing so I do recommend you first seek independent legal advice concerning the arrangements.

Please do let me know of your intended actions and if you have any queries, please do not hesitate to contact me.

Yours sincerely

[redacted]

Enforcement Officer

FTSDI [redacted]

Hi Raju,

Thank you for responding to my email.

Did you receive the letter that I attached?

Please can you confirm the following:

1. The name and details of the new tenant.
2. If the new tenant has signed a new lease, please provide a copy of the new lease?
3. What will be the purpose of the shop? Will it still be a vape shop or will it be changing?
4. When will the new tenant be running the shop?
5. Have given the old tenant notice? If so when and can you provide documents for this?

Please can you get back to me as soon as possible?

Kind Regards

Georgie Tear - Enforcement Officer | Trading Standards
Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

---

**From:** Raju Ahmed [redacted]
**Sent:** Thursday, May 7, 2026 9:13 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

Hi George,

Please note that the current tenant is vacating the premises and a new tenant will be taking over the shop. The paperwork with the solicitor is currently being processed.

Kind Regards,
Raju

On Wednesday, May 6, 2026, 1:19 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

> Good Afternoon,
>
> Please can you confirm that you received the letter attached to my email on 22/04/2026?
>
> Can you also update me with any actions you have taken regarding the letter?
>
> **Kind Regards**
>
> **Georgie Tear - Enforcement Officer | Trading Standards**
> Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
> Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
> Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

---

**From:** Tear1, Georgie
**Sent:** Wednesday, April 22, 2026 2:23 PM
**To:** Raju Ahmed [redacted]
**Subject:** RE: Notice Reply
**Importance:** High

Good Afternoon,

Thank you for your cooperation.

Please see the attached letter.

Please be advised that the council is of the view that if the property continues to be run as a vape shop or mini market, it is likely to be susceptible to the same criminal enterprise. In order to break the cycle associated with the property, we suggest you consider an alternative business at the property 285 Southwark Park Road, London, SE16 3TP.

**Kind Regards**

**Georgie Tear - Enforcement Officer | Trading Standards**
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Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
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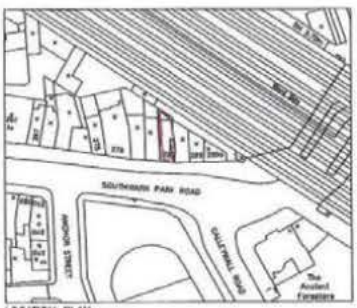
**From:** Raju Ahmed [redacted]
**Sent:** Monday, April 13, 2026 3:15 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

[redacted]

Sent from Yahoo Mail for iPhone

On Monday, April 13, 2026, 2:48 pm, Raju Ahmed <rajuahmed30@yahoo.co.uk> wrote:

> Apologies, I've just double checked, do have the floor plan I've attached it.




LOCATION PLAN
SCALE 1:1250

[redacted]

NATIONAL LEASE PLANS
78 WINDMILL ROAD
LONDON N18 1LN
T: 0845 124 5552 F: 0845 355 0996
www.nationalleaseplans.co.uk

NORTH

ADDRESS:
285 SOUTHWARK PARK ROAD
LONDON
SE16 3TP

DETAILS:
LEASE PLAN

SCALE: 1:100
DATE: OCT 2009
DRAWING NO: 285/01

Sent from Yahoo Mail for iPhone

On Monday, April 13, 2026, 2:46 pm, Raju Ahmed [redacted]

You will need to contact Hadi as they are the occupier.

On Monday, April 13, 2026, 2:42 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

Hi Raju,

Thank you.

Do you have contact details for the freeholder, other than an address?

Kind Regards

**Georgie Tear - Enforcement Officer | Trading Standards**
Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
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**Sent:** Monday, April 13, 2026 2:41 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

Hi Georgie,

The property is only ground floor, and no, I do not have a floor plan.

Kind regards,
Raju

On Monday, April 13, 2026, 2:35 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

> Hi Raju
>
> Do you have floor plans of the shop that you can provide please?
>
> Is it just a ground floor property you have let to the tenants or do they have a basement as well?
>
> **Kind Regards**
>
> **Georgie Tear - Enforcement Officer | Trading Standards**
> Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
> Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
> Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

---

**From:** Raju Ahmed [redacted]
**Sent:** Monday, April 13, 2026 2:08 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

[redacted]

Hi Georgie,

I am not the occupier at this property, I only collect rent and I have no involvement in the business.

Please contact the details I have given you.

Kind regards,
Raju

Sent from Yahoo Mail for iPhone

On Monday, April 13, 2026, 1:57 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

> Good Afternoon,
>
> Thank you for sending a copy of the lease.
>
> There is still illegal activity taking place at Quickstop, 285 Southwark Park Road, London, SE16 3TP. The Council is considering action against to stop illegal activity at the property. Have you taken any action to stop the illegal activities yourself?
>
> **Kind Regards**
>
> **Georgie Tear - Enforcement Officer | Trading Standards**
> Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
> Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
> Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

---

**From:** Raju Ahmed [redacted]
**Sent:** Wednesday, March 25, 2026 3:29 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Notice Reply

[redacted]

Hi Mr Tear,

Please see my response to your letter dated 11 March 2026.

1. Current and previous leaseholder details since 27th October 2025 - [redacted]

2. Copy of the current and previous leases since 27th October 2025 - Please find attached.

[redacted]

Kind regards,
Raju

The email you received and any files transmitted with it are confidential, may be covered by legal and/or professional privilege and are intended solely for the use of the individual or entity to whom they are addressed. If you have received this in error please notify us immediately. If you are not the intended recipient of the email or the person responsible for delivering it to them you may not copy it, forward it or otherwise use it for any purpose or disclose its contents to any other person. To do so may be unlawful. Where opinions are expressed in the email they are not necessarily those of Southwark Council and Southwark Council is not responsible for any changes made to the message after it has been sent.

**From:** Tear1, Georgie
**To:** [redacted]
**Subject:** RE: Request for Further information regarding closure notice
**Date:** 15 May 2026 15:34:00
**Importance:** High

---

Dear [redacted]

You will receive a court bundle ahead of any court action.

Please can you provide me with a copy of your lease?

Kind Regards

Georgie Tear - Enforcement Officer | Trading Standards
Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

-----Original Message-----
From: [redacted]
Sent: Friday, May 15, 2026 1:06 PM
To: Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
Subject: Request for Further information regarding closure notice

[redacted]

Dear Sir/Madam,

I am writing in regards to the closure notice that was served to my premises today allegedly concerning antisocial behaviour and or other related reasons.

I would like to clarify that I took over the shop at the beginning of March and seems then I have not witnessed any unusual behaviour illegal activity or incidents taking place at the premises.

I would therefore appreciate it if you could provide me with further information or clarification regarding the reasons why this notice has been issued I look forward to your response.

Premises address.
285 Southwark Park road
London
SE16 3TP

Kind regards,
[redacted]

Sent from my iPhone

[redacted] [redacted]
**Subject:** Re: Notice Reply
**Date:** 15 May 2026 19:28:02

Hi George,

Yes, I'm receiving rent from the new tenant, and the lease is with solicitors.

Regards,
Raju

On Friday, May 15, 2026, 7:20 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

> Hi Mr Raju,
>
> Please see the attached notice.
>
> **Kind Regards**
>
> **Georgie Tear - Enforcement Officer | Trading Standards**
> Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
> Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
> Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000
>
> ---
>
> **From:** Tear1, Georgie
> **Sent:** Friday, May 15, 2026 6:56 PM
> **To:** 'Raju Ahmed' [redacted]
> **Subject:** RE: Notice Reply
>
> Hi Mr Raju,
>
> Please can you also confirm whether there has been a change to the payments you have been receiving for rent?
>
> Have the payee details or the method of payment changed?
>
> **Kind Regards**
>
> **Georgie Tear - Enforcement Officer | Trading Standards**
> Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
> Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
> Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000
>
> ---
>
> **From:** Raju Ahmed [redacted]
> **Sent:** Friday, May 15, 2026 6:16 PM
> **To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
> **Subject:** Re: Notice Reply
>
> Hi George,
>
> I have provided you the lease already of Mr [redacted] The new tenant lease is with the solicitors.
>
> Regards
> Raju
>
> On Friday, May 15, 2026, 6:10 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:
>
> > Dear Mr Raju,
> >
> > Please can you confirm the date when Mr [redacted] signed the lease originally?
> >
> > **Kind Regards**
> >
> > **Georgie Tear - Enforcement Officer | Trading Standards**
> > Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
> > Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
> > Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000
> >
> > ---
> >
> > **From:** Tear1, Georgie
> > **Sent:** Friday, May 8, 2026 12:36 PM
> > **To:** 'Raju Ahmed' [redacted]
> > **Subject:** RE: Notice Reply
> > **Importance:** High
> >
> > Hi Raju,
> >
> > Thank you for responding to my email.
> >
> > Did you receive the letter that I attached?
> >
> > Please can you confirm the following:
> >
> > 1. The name and details of the new tenant.
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> > 4. When will the new tenant be running the shop?
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> >
> > Please can you get back to me as soon as possible?
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> > **Sent:** Thursday, May 7, 2026 9:13 PM
> > **To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
> > **Subject:** Re: Notice Reply

Hi George,

Please note that the current tenant is vacating the premises and a new tenant will be taking over the shop. The paperwork with the solicitor is currently being processed.

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Raju

On Wednesday, May 6, 2026, 1:19 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

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**Subject:** RE: Notice Reply
**Importance:** High

Good Afternoon,

Thank you for your cooperation.

Please see the attached letter.

Please be advised that the council is of the view that if the property continues to be run as a vape shop or mini market, it is likely to be susceptible to the same criminal enterprise. In order to break the cycle associated with the property, we suggest you consider an alternative business at the property 285 Southwark Park Road, London, SE16 3TP.

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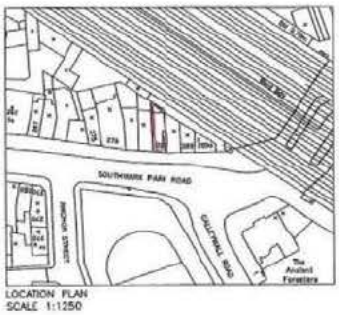
**From:** Raju Ahmed [redacted]
**Sent:** Monday, April 13, 2026 3:15 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

If you'd like to speak to the occupier please contact this email address: [redacted]

Sent from Yahoo Mail for iPhone

On Monday, April 13, 2026, 2:48 pm, Raju Ahmed <rajuahmed30@yahoo.co.uk> wrote:

> Apologies, I've just double checked, do have the floor plan I've attached it.




LOCATION PLAN
SCALE 1:1250

[redacted]

NATIONAL LEASE PLANS
78 WINDMILL ROAD
LONDON N18 1JN
T: 0845 124 9552 F: 0845 355 0196
www.nationalleaseplans.co.uk

NORTH

ADDRESS:
285 SOUTHWARK PARK ROAD
LONDON
SE16 3TP

DETAILS:
LEASE PLAN

SCALE: 1:100
DATE: OCT 2009
DRAWING NO: 285/01

Sent from Yahoo Mail for iPhone

On Monday, April 13, 2026, 2:46 pm, Raju Ahmed <[redacted]>

You will need to contact [redacted] as they are the occupier.

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Kind regards,

Raju

Sent from Yahoo Mail for iPhone

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Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

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**From:** Raju Ahmed [redacted]
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**Subject:** Notice Reply

[redacted]

Hi Mr Tear,

Please see my response to your letter dated 11 March 2026.

1. Current and previous leaseholder details since 27th October 2025 [redacted]

2. Copy of the current and previous leases since 27th October 2025 - Please find attached.

[redacted]

[redacted]

5. Name of electricity, gas, water providers: Unknown. Person responsible for payment: Hadi Ali.

Kind regards,

Raju

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**SW / CS1**

**SOUTHWARK COUNCIL**

Witness: Arrthi Pangayatselvan
1st Statement of Witness
Exhibits: None
Dated: 16/04/26

**APPLICATION FOR A CLOSURE ORDER IN ACCORDANCE WITH SECTION 80 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

SOUTHWARK COUNCIL — Applicant

and

**Quickstop, 285 Southwark Park Road, London, SE16 3TP** — Defendant

---

WITNESS STATEMENT OF ARRTHI PANGAYATSELVAN

---

I am employed by Southwark Council, make oath and say as follows:

1. I am employed by the London Borough of Southwark as a Consultant in Public Health.

2. I am making a statement in relation to the proposed closure orders in accordance with section 80 Anti-Social Behaviour, Crime and Policing Act 2014 as a Consultant in Public Health leading on Tobacco Control. Tobacco control enforcement is a key action area within our Tobacco Control Strategy 2024-2030 which sets out the plans to reduce smoking and vaping harms in the borough.

3. This statement is in relation to the proposed closure orders to Quickstop, 285 Southwark Park Road, London, SE16 3TP. We have been informed that this premises is alleged to have been involved in the supply of illicit tobacco and non-compliant vapes since at least October 2025. We have been informed that this includes the sale of tobacco products without mandatory health warnings, potentially

counterfeit tobacco products and cigarettes with non-compliant packaging.

4. The sale of illicit tobacco and non-compliant vapes poses a serious risk to public health. Illicit tobacco, which can bypass safety and quality standards, risk exposing users to higher levels of harmful chemicals and heavy metals, unpredictable nicotine levels and unknown health hazards. Whilst all tobacco products are harmful and can lead to negative health impacts such as respiratory illness, cardiovascular disease and cancer, unregulated products can amplify these risks, resulting in even greater short and long term health consequences.

5. Illicit tobacco is typically available at reduced prices. Research has suggested that those who use cheaper tobacco products are less likely to attempt quitting, and policy measures that reduce access to cheap sources of tobacco could help to increase quit attempts and accelerate progress towards the government's smokefree 2030 target.

6. Health warnings on tobacco packaging play an important role in informing consumers of the risks associated with tobacco use and in deterring uptake. Non-compliant packaging that does not include the required information on health risks removes the protective effect of mandatory health warnings and could potentially increase the appeal of tobacco products to young people.

7. Supporting compliance measures is important for protecting public health as it helps ensure that regulations aimed at reducing harm from tobacco and vaping products are effectively implemented.

**STATEMENT OF TRUTH**
**I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth**

**Name:** Arrthi Pangayatselvan **Date:** 16/04/26

**Signatur** [redacted]

**RESTRICTED (when complete)**

MG 11 (T)

# WITNESS STATEMENT

CJ Act 1967, s.9; MC Act 1980, ss.5A(3)(a) and 5B; Criminal Procedure Rules 2005, Rule 27.1

**Statement of** Mark Lynch ..... URN: | | | | |

Age if under 18 Over 18 ..... (if over 18 insert 'over 18') Occupation: Police Officer .....

This statement (consisting of:..... pages each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated anything in it which I know to be false, or do not believe to be true.

Signature: ..... Date: 02/04/2026.....

Tick if witness evidence is visually recorded ☐ *(supply witness details on rear)*

I am a Metropolitan Police Officer with twenty-one (21) years of service, and for the past seven years I have worked as part of the Southwark Police Licensing and Night-Time Economy Team in the role of Licensing Officer. This statement relates to intelligence passed to Southwark Trading Standards and to inspections carried out by the Southwark Council Trading Standards Team at Quickstop, 285 Southwark Park Road, London SE16 3TP.

On Monday, 15 December 2025, Police received an email from a member of the public reporting that Quickstop had been selling illegal tobacco products. The member of the public also stated that although the premises had recently been raided, it continued to sell illegal tobacco and other illicit items. This information was forwarded to the Southwark Trading Standards Team for investigation.

I was later informed by Trading Standards that the premises had been visited a number of times and found to be storing and supplying illegal tobacco, vapes, and nicotine products. Although Quickstop does not hold a licence, the Police Licensing Team fully supports the decision to issue a closure notice.

Illegal trading of this kind has a serious and damaging effect on the local community. When a premises is openly involved in criminal activity, it sends a message that such behaviour is tolerated. This can attract individuals involved in wider criminal networks, increase antisocial behaviour, and create an environment where further offending becomes more likely. Communities begin to feel less safe, local businesses are undermined, and trust in the area deteriorates. Once a venue becomes a focal point for illegal activity it encourages other forms of offending, draws people engaged in criminality into the area, and contributes to a cycle of further crime and disorder.

For these reasons, the Metropolitan Police Service supports the application for a closure order.

Signature: ..... Signature witnessed by: .....

**Witness contact details**

Home address: .....

..... Postcode: .....

Home telephone number ..... Work telephone number .....

Mobile/pager number ..... Email address: .....

Preferred means of contact: .....

Male / Female (delete as applicable) Date and place of birth: .....

Former name: ..... Ethnicity Code (16+1): ..... Religion/belief: .....

**Dates of witness non-availability** .....

.....

**Witness care**

a) Is the witness willing and likely to attend court? Yes / No. If 'No', include reason(s) on **MG6.**

b) What can be done to ensure attendance?

c) Does the witness require a Special Measures Assessment as a vulnerable or intimidated witness? Yes / No. If 'Yes' submit **MG2** with file.

d) Does the witness have any specific care needs? Yes / No. If 'Yes' what are they? (Disability, healthcare, childcare, transport, , language difficulties, visually impaired, restricted mobility or other concerns?)

**Witness Consent (for witness completion)**

| | | | | | | |
|---|---|---|---|---|---|---|
| a) | The criminal justice process and Victim Personal Statement scheme (victims only) has been explained to me | Yes ☐ | No ☐ | | | |
| b) | I have been given the Victim Personal Statement leaflet | Yes ☐ | No ☐ | | | |
| c) | I have been given the leaflet 'Giving a witness statement to police — what happens next?' | Yes ☐ | No ☐ | | | |
| d) | I consent to police having access to my medical record(s) in relation to this matter: (obtained in accordance with local practice) | Yes ☐ | No ☐ | N/A ☐ | | |
| e) | I consent to my medical record in relation to this matter being disclosed to the defence: | Yes ☐ | No ☐ | N/A ☐ | | |
| f) | I consent to the statement being disclosed for the purposes of civil proceedings e.g. child care proceedings, CICA | Yes ☐ | No ☐ | | | |
| g) | The information recorded above will be disclosed to the Witness Service so they can offer help and support, unless you ask them not to. Tick this box to decline their services: | | ☐ | | | |

Signature of witness: ..... Print name: .....

Signature of parent/guardian/appropriate adult: ..... Print name: .....

Address and telephone number if different from above: .....

Statement taken by (print name): ..... Station: .....

Time and place statement taken: .....

**SW / CS1**

**SOUTHWARK COUNCIL**

Witness: G. Tear
3rd Statement of Witness
Exhibits: GET/QS/016-017
Dated: 29/05/2026

**APPLICATION FOR A CLOSURE ORDER IN ACCORDANCE WITH SECTION 80 ANTI-SOCIAL BEHAVIOR, CRIME AND POLICING ACT 2014**

BETWEEN:

SOUTHWARK COUNCIL — Applicant

and

The occupiers, Quickstop, 285 Southwark Park Road, London, SE16 3TP — Defendant

---

WITNESS STATEMENT OF GEORGIE TEAR

---

I am employed by Southwark Council, make oath and say as follows:

1. I make this statement from information within my own knowledge unless stated otherwise. The information provided in this statement is true to the best of my knowledge and belief.

2. I am employed by the London Borough of Southwark's Trading Standards Service as an Enforcement Officer. I am making this statement further to my previous statements for this case.

3. I am an authorised officer for the purposes of trading standards legislation including the Tobacco and Related Products Regulations 2016,

Environmental Protection (Single-Use Vapes) (England) Regulations 2024 and the Trade Marks Act 1994.

4. On Thursday 28th May 2026 I received an email from the landlord Mr Thanbir Ahmed RAJU at 14:03, which stated the tenant had surrendered the lease and that the tenant, Mr wanted to remove belongings from the property.

5. **I produce a copy of this email as my exhibit GET/QS/016.**

6. The email also contained two attachments, which was a deed of surrender and a separate document showing Mr RAJU's signature. The deed of surrender was signed by [redacted] I was not provided with a lease for [redacted]

7. **I produce a copy of the deed for surrender and signature as my exhibit GET/QS/017.**

8. On Friday 29th May 2026 I received two missed calls; from a number I believed belonged to the landlord Mr Thanbir Ahmed RAJU. I requested our legal team to contact Mr RAJU.

**STATEMENT OF TRUTH**
**I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in**

**SW / CS1**

**SOUTHWARK COUNCIL**

**a document verified by a statement of truth without an honest belief in its truth**

**Name: Georgie Tear** **Date: 29/05/2026**

**Signature** 

**From:** Raju Ahmed
**To:** Tear1, Georgie
**Subject:** Re: CLOSURE NOTICE
**Date:** 28 May 2026 14:03:48
**Attachments:** scan_1.pdf
DRAFT DEED OF SURRENDER.pdf

---

Hi Georgie,

The tenant has now surrendered the lease and I attach the signed Deed of Surrender for your records.

I would have appreciated being informed at an earlier stage of the allegations concerning the occupier, as this would have been relevant information prior to entering into any further lease arrangements.

[redacted] would like to arrange a suitable date and time to collect his belongings from the property. As I would like the premises cleared as soon as possible, please let me know a date and time for collection.

For the avoidance of doubt, I do not intend for any future occupier to operate the premises as a vape shop.

Regards,
Raju

On Friday, May 22, 2026, 12:58 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

> Dear Mr Raju,
>
> Please see the updated closure notice attached.
>
> **Kind Regards**
>
> **Georgie Tear - Enforcement Officer | Trading Standards**
> Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
> Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
> Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000
>
> The email you received and any files transmitted with it are confidential, may be covered by legal and/or professional privilege and are intended solely for the use of the individual or entity to whom they are addressed. If you have received this in error please notify us immediately. If you are not the intended recipient of the email or the person responsible for delivering it to them you may not copy it, forward it or otherwise use it for any purpose or disclose its contents to any other person. To do so may be unlawful. Where opinions are

expressed in the email they are not necessarily those of Southwark Council and Southwark Council is not responsible for any changes made to the message after it has been sent.

**DATED** 28 May **2026**

**DEED OF SURRENDER**

**Relating to**

**285 Southwark Park Road**

**London**

**SE16 3TP**

**Between**

**Thanbir Ahmed Raju**

**and**

[redacted]

**CONTENTS**

**CLAUSE**

1 Interpretation .....

2 Surrender .....

3 Release of the Tenant .....

4 Release of the Landlord .....

5 Documents and HMLR Requirements .....

6 Liability .....

7 Third Party Rights .....

This Deed is dated 28 May 2026

H M Land Registry

Landlord's title number

Administrative area: Southwark

PARTIES:

1 **Thanbir Ahmed Raju** of [redacted] ("the Landlord")

2 [redacted] the Tenant")

BACKGROUND

A This deed is supplemental to the Lease.

B The Landlord is entitled to the immediate reversion to the Lease.

C The residue of the term granted by the Lease is vested in the Tenant.

D The Landlord and the Tenant have agreed to enter into this deed.

AGREED TERMS

1 INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause 1 apply in this deed.

HMLR: HM Land Registry.

Landlord's Conveyancer:
or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

Lease: A lease of 285 Southwark Park Road London SE16 3TP dated the 1st May 2025 between (1) The Landlord (2) and all deeds and documents supplemental or collateral to that lease.

Property:
aforesaid as more particularly described in and demised by the Lease.

Tenant's Conveyancer:
or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

1.2 Clause headings do not affect the interpretation of this deed.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to one gender shall include a reference to the other genders.

1.6 A reference to any party shall include that party's personal representatives, successors or permitted assigns.

1.7 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and include any statute, statutory provision or subordinate legislation which it amends or re-enacts; provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute provision.

1.9 A reference to writing or written includes faxes but not e-mail.

1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.

1.11 References to clauses are to the clauses of this deed.

1.12 Any phrases introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.13 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease.

1.14 The expressions landlord covenant and tenant covenant each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

2. SURRENDER

2.1 In consideration of the releases by the Landlord pursuant to clause 3 the Tenant surrenders and yields up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property and the Landlord accepts the surrender.

2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

3. RELEASE OF THE TENANT

The Landlord releases the Tenant from all the tenants covenants and obligations contained in and all liabilities whatever under the Lease or any other deed or document supplemental to the Lease, other than this deed, whether past, present or future and all damages, actions, proceedings, costs, claims, demands and expenses arising from such obligations and liabilities.

4 RELEASE OF THE LANDLORD

The Tenant releases the Landlord from all the landlord covenants and obligations contained in and all liabilities whatever under the Lease or any other deed or document supplemental to the Lease, other than this deed, whether past, present or future and all damages, actions, proceedings, costs, claims, demands and expenses arising from such obligations and liabilities.

5 PAYMENTS

On the date of this deed, the Tenant shall pay to the Landlord all rent and other sums due under this Lease up to, and including, completion of the Surrender, to the extent that such sums have not already been paid.

6 DOCUMENTS and HMLR REQUIREMENTS

6.1 On the date of this deed, the Tenant shall deliver to the Landlord, or to the Landlord's Conveyancer the original properly executed part of this deed.

6.2 On the date of this deed, the Landlord shall deliver to the Tenant, or to the Tenant's Conveyancer the original properly executed part of this deed.

7 LIABILITY

If the Landlord or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this deed. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

8 THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under or in connection with it.

9 GOVERNING LAW

This deed 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.

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

SIGNED AS A DEED BY
**Thanbir Ahmed Raju**
In the presence of:-

Witness Signature

Witness Name

Witness Address

Witness occupation

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





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

SIGNED AS A DEED BY
**Thanbir Ahmed Raju**
In the presence of:-

[redacted]

[redacted]

Claim No. 2600281365

**IN THE CROYDON MAGISTRATES' COURT**

Between:

**LONDON BOROUGH OF SOUTHWARK**

Applicant

-and-

**QUICKSTOP, 285 SOUTHWARK PARK ROAD, LONDON SE16 3TP**

Respondent

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# WITNESS STATEMENT OF THANBIR AHMED RAJU

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I, Thanbir Ahmed Raju, [redacted] make this witness statement in response to the Applicant's application for a Closure Order.

1. I am the landlord of the commercial premises known as Quickstop, 285 Southwark Park Road, London, SE16 3TP.
2. The facts contained in this statement are within my own knowledge unless otherwise stated.
3. I have never operated the business known as Quickstop and have never been involved in its daytoday management.
4. The premises were let to a tenant under a commercial lease. The tenant was responsible for operating the business and complying with all legal and regulatory requirements.
5. I was not employed at the premises, did not work at the premises, did not supervise staff at the premises and did not participate in any sales activities conducted there.
6. I not been involved in, and did not authorise, any sale of illicit tobacco, illegal vaping products or any other unlawful activity alleged by the Applicant.

7. [redacted] began operating the business from the premises in or around May 2025 pursuant to a commercial lease dated 1 May 2025 (Exhibit TR1).

8. I became aware that Trading Standards were investigating allegations concerning [redacted] when I received correspondence from Ms Georgie Tear requesting information regarding the tenancy.

9. Following receipt of that correspondence, I cooperated with Southwark Trading Standards and provided information requested by Ms Georgie Tear, including tenancy documentation and details relating to the occupier. I subsequently communicated with Ms Georgie Tear by email regarding her investigation (Exhibit TR2).

10. By May 2026, [redacted] was occupying the premises and paying the rent, at which point I informed Ms Georgie Tear that the proposed tenancy arrangements were being progressed through solicitors.

11. The Applicant was aware that [redacted] was operating from the premises prior to the completion of the Deed of Variation. This is evidenced by document E108 within the Applicant's own bundle, which demonstrates that the Applicant was aware of and corresponding in relation to [redacted] before the Deed of Variation was completed.

12. During this period, I was not informed that [redacted] was suspected of involvement in any illegal trading activity.

13. Had I been informed that [redacted] was suspected of involvement in the matter now relied upon by the Applicant, I would not have proceeded with formalising the tenancy arrangements.

14. During this period, the concerns communicated to me by Trading Standards related to [redacted] I was not informed of any allegations concerning [redacted] prior to the completion of the Deed of Variation.

15. On 15 May 2026, I was informed that Trading Standards intended to seek a Closure Order. I contacted Ms Georgie Tear seeking an explanation. I received no response (Exhibit TR3).

16. On 19 May 2026, the Deed of Variation was completed. Confirmation of completion was provided by my solicitors, , and the completed Deed of Variation is exhibited at Exhibit TR4.

17. As a result of the Deed of Variation, [redacted] ceased to be the tenant of the premises and [redacted] became the tenant.

18. On 20 May 2026, I received the Applicant's legal bundle. Upon reviewing the legal bundle, I became aware for the first time of the allegations being made in relation to [redacted] and the alleged conduct relied upon by the Applicant in support of the Closure Order application.

19. Upon becoming aware of those allegations, I immediately contacted [redacted] and requested that he surrender his lease of the premises.

20. [redacted] subsequently agreed to surrender the lease. Accordingly, neither [redacted] is now a tenant of the premises, and neither has any continuing right to occupy or operate a business from the premises.

21. The lease was subsequently surrendered by [redacted] A copy of the Deed of Surrender together with solicitor confirmation of completion is exhibited at Exhibit TR5.

22. On 28 May 2026, following the surrender of the lease, I emailed Ms Georgie Tear and provided a copy of the signed Deed of Surrender.

23. In that email, I requested a suitable date and arrangement for [redacted] to collect his personal belongings from the premises. My understanding was that access could potentially be arranged with the agreement of Southwark Council.

24. On 29 May 2026, I received a response from [redacted] solicitor for the Applicant, stating that "under no circumstance will access be provided to enable [redacted] to remove his belongings" and further stating that I should "not ask about this again" (Exhibit TR6).

25. I was surprised by this response because the lease had already been surrendered and I was attempting to facilitate the removal of belongings and secure vacant possession of the premises.

26. [redacted]

[redacted].

28. However, those matters are [redacted] and are unrelated to the operation of Quickstop, the supply of illicit tobacco, the supply of illegal vaping products or the matters currently before the Court.

29. The issue before the Court is whether a Closure Order remains necessary in respect of the premises. The relevant circumstances are that the occupier alleged to have been responsible for the conduct has surrendered his lease and is no longer entitled to occupy the premises.

30. I will continue to exercise appropriate diligence when considering any future tenancy at the premises.

31. In light of the surrender of the lease and the removal of the occupier who is alleged to have been responsible for the conduct relied upon by the Applicant, I respectfully submit that a Closure Order is no longer necessary to prevent any future nuisance, disorder or criminal behaviour at the premises.

32. I respectfully submit that my historic convictions do not establish that a Closure Order is necessary or proportionate in the present circumstances.

**STATEMENT OF TRUTH**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth

Signed [redacted]

THANBIR AHMED RAJU

Dated: _____30.05.2026_____

# EXHIBIT INDEX

Exhibit TR1 - Lease dated 1 May 2025 between Thanbir Ahmed Raju and [redacted]

Exhibit TR2 - Correspondence with Ms Georgie Tear.

Exhibit TR3 - Email requesting an explanation regarding Trading Standards' intention to seek a Closure Order and lack of response.

Exhibit TR4 - Solicitor's completion letter dated 19 May 2026 together with the Deed of Variation dated 19 May 2026 and signed execution page.

Exhibit TR5 - Deed of Surrender together with solicitor confirmation of completion.

Exhibit TR6 - Email from Mr Andrew Wilson dated 29 May 2026.

Claim No. 2600281365

# EXHIBIT TR1

Lease dated 1 May 2025 between Thanbir Ahmed Raju and [redacted]

This is the exhibit referred to in the witness statement of Thanbir Ahmed Raju.

**DATED**

1st May 2025

---

**UNDERLEASE**

**relating to**

**285 Southwark Park Road, London SE16 3TP**

between

**THANBIR AHMED RAJU**

and

[redacted]

**LR1. Date of lease**

1st May 2025 2024

**LR2. Title number(s)**

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

TGL330912

**LR2.2 Other title numbers**

None.

**LR3. Parties to this lease**

**Landlord**

**Thanbir Ahmed Raju of** [redacted]

**Tenant**

[redacted]

**Other parties**

None.

**LR4. Property**

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and Schedule 1 of this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building. **LR5. Prescribed statements etc.**

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

None.

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

None.

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

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

**LR7. Premium** None.

**LR8. Prohibitions or restrictions on disposing of this lease** This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land** None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease** None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property** None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property** None.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements set out in Schedule 2 to this lease are granted or reserved over the Property for the benefit of other property. **LR12. Estate rentcharge burdening the Property** None.

**LR13. Application for standard form of restriction** None.

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

Not applicable.

This lease is dated 1st May

2025

**PARTIES**

(1) **Thanbir Ahmed Raju** [redacted]

(2) [redacted]

**BACKGROUND**

(A) The Landlord is entitled to possession of the Property under the Superior Lease.

(B) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this lease.

**AGREED TERMS**

**1. Interpretation**

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

1.1 Definitions:

**Annual Rent**: rent at an initial rate of per annum (exclusive of VAT) and then as revised under 4 and any interim rent determined under the LTA 1954.

**Authorised Person**: any:

a) undertenant or person deriving title under the Tenant;

b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or

c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

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

**Contractual Term**: a term of years from and including the date of this lease to and including 2034 *[9 years from the date hereof]*.

**Default Interest Rate**: 5% per annum above the Interest Rate.

**Energy Assessor**: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

**Energy Performance Certificate**: a certificate as defined in regulation 2(1) of the EPC Regulations.

**EPC Regulations**: Energy Performance of Buildings (England and Wales)

Regulations 2012 (SI 2012/3118).

**Excluded Insurance Items**: any:

a) glass in the shopfront of the Property; and

b) tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.

**Expert**: an independent surveyor:

a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;

b) with [at least ten years' post-qualification experience including] relevant experience in the subject matter of the dispute; and

c) appointed in accordance with paragraph 2 of Part 5 of Schedule 4.

**Insolvency Event**: subject to clause 1.15, any one or more of the following:

d) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the

Tenant or any guarantor;

e) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;

f) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;

g) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;

h) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

i) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

j) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;

k) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);

l) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;

m) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor; or

n) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

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

a) the gross cost of any premiums that the Landlord expends (before any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Property (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;

b) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years; and

c) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) and (b) of this definition.

**Insured Risks:** (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

**Interest Rate**: the base rate from time to time of Barclays Bank plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

**IPT**: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

**LPA 1925**: Law of Property Act 1925.

**LTA 1927**: Landlord and Tenant Act 1927.

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

**LTCA 1995**: Landlord and Tenant (Covenants) Act 1995.

**Permitted Use**: use as a shop within Use Class E(a) of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this lease was granted) or such other use within Use Class E(a) of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this lease was granted) to which the Landlord has given consent (such consent not to be unreasonably withheld),

**President**: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

**Property**: the property described in Schedule 1.

**Property Damage**: damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.

**Property Plan**: the plan annexed to this lease at ANNEX A and marked "Property Plan".

**Rates and Taxes**: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease or the Landlord's interest in the Superior Lease;

b) payable by the Superior Landlord in connection with any dealing with, or disposition of, the reversion to the Superior Lease; or

c) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease [or by the Superior Landlord by reason of the receipt of any of the rents due under the Superior Lease.

**Recommendation Report**: a report as defined in regulation 4 of the EPC Regulations.

**Reinstatement Cost**: the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

**Rents**: the rents set out in clause 2.2.

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

**Rent Payment Dates**: the first day of every month.

**Reservations**: the rights excepted and reserved in paragraph 1 of Schedule 2.

**Service Media**: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

**Signs**: signs, fascia, awnings, placards, boards, posters and advertisements.

**Superior Landlord**: the landlord for the time being of the Superior Lease.

**Superior Landlord's Covenants**: the obligations in the Superior Lease to be observed by the Superior Landlord.

**Superior Lease**: a lease of the Property dated 29 March 2010 made between (1) l and (2) including any deed, licence, consent, approval or other instrument supplemental or collateral to it..

**Tenant Damage:** damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

**Term**: the Contractual Term and any statutory continuation of this lease.

**Termination Date**: the date on which this lease determines (however it determines).

**Third Party Rights**: the matters set out in Schedule 3.

**Uninsured Risks**: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into and **Uninsured Risk** means any one of the Uninsured Risks.

**Utilities**: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

**Utility Costs**: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

**VAT**: value added tax [or any equivalent tax] chargeable in the UK.

1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.

1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.

1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.6 A reference to:

(a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;

(b) the **Tenant** includes a reference to its successors in title and assigns; [and]

(c) [the **Superior Landlord** includes a reference to the person entitled to the immediate reversion to the Superior Lease; and]

(d) a **guarantor** [is a reference to any guarantor **OR** includes a reference to the Guarantor and to any other guarantor] of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

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

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

1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.

1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.12 References to:

(a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 41.1;

(b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 41.3; and

(c) any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of:

(i) the Superior Landlord; and

(ii) any mortgagee of the Landlord or of the Superior Landlord; where such consent or approval is required under the terms of [the Superior Lease or] the mortgage. Except that nothing in this lease shall be construed as imposing on [the Superior Landlord or] any mortgagee any obligation (or indicating that such an obligation is imposed on [the Superior Landlord or] any mortgagee by the terms of [the Superior Lease or] the mortgage) not unreasonably to refuse any such consent.

1.13 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.

1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall

be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.15 For the purposes of the definition of **Insolvency Event**:

(a) where any of the paragraphs in that definition apply in relation to:

(i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and

(ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and

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

1.16 A reference to **writing** or excludes fax and email.

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

1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

## 2. Grant

2.1 The Landlord lets the Property to the Tenant:

(a) for the Contractual Term;

(b) with full title guarantee;

(c) excepting and reserving the Reservations; and (d) subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

(a) the Annual Rent;

(b) the Insurance Rent;

(c) all interest payable under this lease;

(d) all other sums payable under this lease; and

(e) all VAT chargeable on the other rents set out in this clause 2.2.

**3. Tenant covenants**

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

**4. Payment of Annual Rent and Arrears Rent**

The Tenant must pay the Annual Rent by twelve equal instalments in advance on or before the Rent Payment Dates except that:

(a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date;

(b) that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date; and

**5. Payment method**

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

(a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or

(b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

**6. No set-off**

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**7. Interest**

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of] its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

**8. Rates and Taxes**

8.1 The Tenant must pay all Rates and Taxes.

8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

8.3 If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost. **9. Utilities**

9.1 The Tenant must pay all Utility Costs.

9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

**10. Common items**

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

**11. Costs**

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord and those of the Superior Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

(a) the enforcement of the tenant covenants of this lease;

(b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);

(c) serving any notice in connection with this lease under section 17 of the LTCA 1995;

(d) the preparation and service of a schedule of dilapidations in connection with this lease [provided that that schedule is served on or before the date which is [six] months from and including the Termination Date]; or (e) any consent or approval applied for under:

(i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord); or

(ii) the Superior Lease where the consent of the Superior Landlord is required under this lease (whether or not it is granted).

**12. Prohibition of dealings**

The Tenant must not:

(a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property;

(b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or

(c) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

**13. Repair**

13.1 The Tenant must:

(a) keep the Property in good and substantial repair and condition which shall include having regard to the nature and condition of the Property at the date on which the Previous Lease was granted;

(b) ensure that any Service Media forming part of the Property is kept in good working order;

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

(d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

## 14. Decoration

The Tenant must:

(a) decorate the exterior and interior of the Property as often as is reasonably necessary and in any event every third year and also in the last three months before the Termination Date;

(b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and (c) carry out:

(i) any decoration of the exterior of the Property required at any time during the Term (including in the last three months before the Termination Date); and

(ii) the decoration of the interior of the Property required in the last three months before the Termination Date;

to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

## 15. Alterations

15.1 Except as permitted by this clause 15, the Tenant must not make any:

(a) alteration or addition to the Property; or

(b) opening in any boundary of the Property.

15.2 Any alterations permitted by this clause are subject to clause 15.5.

15.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

15.4 The Tenant may:

(a) make any alterations to the shopfront of the Property; or

(b) attach a shop fascia to the Property;

with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

15.5 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

## 16. Signs

16.1 The Tenant must not:

(a) except as permitted by clause 16.2, display any Signs inside the Property that are visible from the outside; or

(b) except as permitted by clause 15.4(b), attach any Signs to the exterior of the Property.

16.2 The Tenant may display such trade posters and advertisements at the Property of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

16.3 The Tenant must allow the Landlord to fix to and keep at the Property:

(a) during the six month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and

(b) at any time during the Term, any sale board as the Landlord reasonably requires.

## 17. Window displays and window cleaning

The Tenant must:

(a) keep the shopfront of the Property and any windows at the Property appropriately lit and dressed during the hours that the Property is open for trade; and

(b) as often as reasonably necessary, the Tenant must clean the internal and external surfaces of the shopfront and any windows or other glass at the Property.

## 18. Returning the Property to the Landlord

18.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

18.2 Subject to clause 18.3, the Tenant must by the Termination Date:

(a) remove:

(i) any tenant's fixtures from the Property;

(ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease [and any Previous Lease Alterations]; and

(iii) any Signs erected by the Tenant at the Property; and

(b) make good any damage caused to the Property by the removal of those items and alterations.

18.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 18.2(a)(i) and clause 18.2(a)(ii) shall not be removed pursuant to clause 18.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

18.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

18.5 The Tenant:

(a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and

(b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

**19. Use**

19.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

19.2 The Tenant must not:

(a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the Superior Landlord or any property that neighbours the Property;

(b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;

(c) hold any auction at the Property;

(d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property;

(e) overload any part of the Property nor overload or block any Service Media at or serving the Property;

(f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;

(g) (except as permitted by **Error! Bookmark not defined.Error! Reference source not found.**) interfere with any Service Media at the Property;

(h) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or

(i) allow any person to sleep at or reside on the Property.

**20. Exercise of the Rights**

The Tenant must exercise the rights:

(a) only in connection with the Tenant's use of the Property for the Permitted Use; and

(b) in compliance with all laws relating to the Tenant's use of the Property and any other neighbouring or adjoining property pursuant to the rights.

**21. Allow entry**

21.1 Subject to clause 21.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

(a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;

(b) at any reasonable time (whether or not during usual business hours); and (c)

with their workers, contractors, agents and professional advisers.

21.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

**22. Keyholders and emergency contact details**

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

(a) hold a full set of keys for the Property;

(b) hold all the access codes for the Tenant's security systems (if any) at the Property; and

(c) may be contacted in case of emergency at any time outside the Tenant's usual business hours.

**23. Compliance with laws**

23.1 The Tenant must comply with all laws relating to:

(a) the Property and the occupation and use of the Property by the Tenant;

(b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;

(c) any works carried out at the Property; and

(d) all materials kept at or disposed of from the Property.

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

(a) send a copy of the relevant document to the Landlord; and

(b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

23.3 The Tenant must not:

(a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted or required under this lease); or

(b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).

23.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

23.5 The Tenant must:

(a) comply with its obligations under the CDM Regulations;

(b) maintain the health and safety file for the Property in accordance with the CDM Regulations;

(c) give that health and safety file to the Landlord at the Termination Date;

(d) procure, and give to the Landlord at the Termination Date, irrevocable, nonexclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and

(e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.

23.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

23.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

23.8 The Tenant must keep:

(a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property [or recommended by them] or reasonably required by the Landlord; and

(b) that machinery, equipment and alarms properly maintained and available for inspection.

## 24. Energy Performance Certificates

24.1 The Tenant must:

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

(b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

24.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

24.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

(a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or

(b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

24.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

**25. Third Party Rights**

The Tenant must:

(a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and (b) not do anything that may interfere with any Third Party Right.

**26. Superior Lease**

The Tenant must observe and perform the tenant covenants in the Superior Lease

**27. Encroachments and preservation of rights**

27.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

(b)

27.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

(a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and

at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

27.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

27.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

27.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:

(a) immediately inform the Landlord and give the Landlord notice of that action; and

(b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

**28. Replacement guarantor**

28.1 Subject to clause 28.2, if:

(a) an Insolvency Event occurs in relation to a guarantor; or

(b) any guarantor (being an individual) dies or becomes incapable of managing their affairs;

the Tenant must, if the Landlord so requests, procure that a person of standing acceptable to the Landlord (acting reasonably), within 7 working days of that request enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by that guarantor.

28.2 clause 28.1 shall not apply in the case of a person who is a guarantor by reason of having entered into an authorised guarantee agreement.

**29. Procure guarantor consent**

For so long as any guarantor remains liable to the Landlord, the Tenant must, if the Landlord so requests, procure that that guarantor does all or any of the following: (a) joins in any consent or approval required under this lease; and (b) consents to any variation of the tenant covenants of this lease.

**30. Indemnity**

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

(a) any breach of any tenant covenants in this lease;

(b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or

(c) any act or omission of the Tenant or any Authorised Person.

**31. Landlord covenants**

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

**32. Quiet enjoyment**

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**33. Exercise of right of entry**

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 2, the Landlord must:

(a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;

(b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;

(c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

(d) cause as little inconvenience as reasonably possible to the Tenant; and

(e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

(b)

**34. Re-entry and forfeiture**

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

(a) the whole or any part of the Rents is unpaid 14 days after becoming payable (whether it has been formally demanded or not);

any breach of any condition of, or tenant covenant in, this lease; or (c)

an Insolvency Event.

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

**35. Section 62 of the LPA 1925 and implied rights and existing appurtenant rights**

35.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

**36. Compensation on vacating**

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

**37. No restriction on Landlord's use**

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of any other neighbouring or adjoining property.

**38. Limitation of liability**

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

**39. Breach of repair and maintenance obligation**

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

39.2 Following the service of a notice pursuant to clause 48.1, the Landlord may enter the Property and carry out the required works if the Tenant:

(a) has not begun any works required to remedy any breach specified in that notice within one month of the notice or, if works are required as a matter of emergency, immediately; or

(b) is not carrying out the required works with all due speed.

39.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 39.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

39.4 Any action taken by the Landlord pursuant to this clause 48 shall be without prejudice to the Landlord's other rights (including those under clause 42).

**40. Notices**

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

(a) by hand:

(i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

(ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or

(iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or

(b) by pre-paid first-class post or other next working day delivery service:

(i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;

(ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or

(iii) in any other case, at that party's last known place of abode or business in the United Kingdom.

40.2 If a notice complies with the criteria in clause 40.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

(a) delivered by hand, at the time the notice is left at the proper address; or

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

(b)

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

## 41. Consents and approvals

41.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:

(a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

it expressly states that the Landlord waives the requirement for a deed in that particular case.

41.2 If a waiver is given pursuant to clause 41.1, it shall not affect the requirement for a deed for any other consent.

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

(a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

41.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

(a) imply that any consent or approval required from a third party has been obtained; or

(b) obviate the need to obtain any consent or approval from a third party.

41.5 Where the Tenant requires the consent or approval of [the Superior Landlord or] any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use [all] reasonable endeavours to obtain that consent or approval.

41.6 Where:

(a) the consent of the Superior Landlord or a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the Superior Lease or mortgage; or

(b) the approval of the Superior Landlord or a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the Superior Lease or mortgage.

## 42. Disputes under the Superior Lease

Notwithstanding the other terms of this lease, if any dispute, issue, question or matter arising out of or under or relating to the Superior Lease also affects or relates to the provisions of this lease, the determination of that dispute, issue, question or matter pursuant to the provisions of the Superior Lease shall be binding on the Tenant as well as the Landlord for the purposes both of the Superior Lease and this lease provided that this provision shall not apply to the provisions for the review of Annual Rent payable under this lease.

## 43. VAT

43.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

43.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

43.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

43.4 The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

## 44. Joint and several liability

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

## 45. Entire agreement

45.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

(b)

45.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

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

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

**46. Contracts (Rights of Third Parties) Act 1999**

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

**47. Governing Law**

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

**48. Jurisdiction**

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

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

**Schedule 1 Property**

The Ground Floor Shop known as 285 Southwark Park Road, London SE16 3TP and shown edged red on the Property Plan including one half severed vertically of any party walls separating those premises from any adjoining premises.

**Schedule 2 Reservations**

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following rights:

1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.

1.2 Subject to the Landlord complying with clause 41, the right to enter the Property for any purpose mentioned in or connected with:

(a) this lease;

(b) the Superior Lease and the Superior Landlord's interest in the Property; (c) the Reservations; or

(d) the Landlord's interest in the Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

1.3 The right to:

(a) use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term;

(b) install and construct Service Media at the Property to serve any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and

(c) re-route and replace any Service Media referred to in this paragraph.

1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.

1.5 The right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.

2. The Reservations:

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

2.2 May be exercised by:

(a) the Landlord;

(b) the Superior Landlord;

(c) anyone else who is or becomes entitled to exercise them; and

(d) anyone authorised by the Landlord or the Superior Landlord;

2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

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

3.1 Physical damage to the Property.

3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

**Schedule 3 Third Party Rights**

1. All easements and other rights, covenants and restrictions affecting the Property including those set out or referred to in the register entries of title number SGL4142 as at the date of this lease.

## Schedule 4 Rent review

### Part 1 Definitions

### 1. Definitions

The following definitions apply in this Schedule 4.

**Assumptions**: the assumptions set out in Part 2 of this Schedule 4.

**Disregards**: the disregards set out in Part 3 of this Schedule 4.

**Hypothetical Lease**: the lease described in Part 4 of this Schedule 4.

**Open Market Rent**: the best annual rent (exclusive of VAT) at which the Property could reasonably be expected to be let:

a) in the open market;

b) at the Review Date; and

c) applying the Assumptions and Disregards.

**Review Date**: *[the end of the fifth year]*

**Shortfall Payment Date**: the date which is five working days from and including the date that the revised Annual Rent is agreed or determined.

### Part 2 Assumptions

1. The matters to be assumed are:

1.1 The Property is available to let in the open market:

(a) on the terms of the Hypothetical Lease;

(b) by a willing landlord to a willing tenant;

(c) with vacant possession; and (d) without a fine or a premium.

1.2 The willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the Review Date in relation to fitting-out works at the Property.

1.3 The Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing tenant (or any potential undertenant or assignee of the willing tenant) for any use permitted by this lease.

1.4 The Tenant and the Landlord have fully complied with their obligations in this lease.

1.5 If the Property or any means of access to it or any Service Media serving the Property has been destroyed or damaged, it has been fully restored.

1.6 No work has been carried out on the Property (including any Previous Lease

Alterations) that has diminished its rental value.

1.7 Any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property.

1.8 The willing tenant and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the Value Added Tax Act 1994 in relation to the Property.

**Part 3 Disregards**

1. The matters to be disregarded are:

1.1 Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property.

1.2 Any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.

1.3 Any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease (including any physical improvement to any Service Media servicing the Property), by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).

1.4 Any effect on the rent attributable to any Previous Lease Alterations.

1.5 Any effect on rent of any obligation on the Tenant [to fit-out the Property or] to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out.

1.6 Any effect on rent of the installation of a mezzanine floor in the Property.

1.7 Any statutory restriction on rents or the right to recover them.

**Part 4 Hypothetical Lease**

1. A lease:

1.1 Of the whole of the Property.

1.2 For a term of 10 years commencing on the Review Date.

1.3 Otherwise on the terms of this lease (other than the amount of the Annual Rent, and the Review Date).

**Part 5 Review of the Annual Rent**

**1. Review**

1.1 The Annual Rent shall be reviewed on the Review Date to equal:

(a) the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or

(b) in the absence of such agreement, the greater of:

(i) the Annual Rent payable immediately before the [relevant] Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and

(ii) the Open Market Rent agreed or determined pursuant to this Schedule 4.

1.2 The Landlord and Tenant may agree the revised Annual Rent at any time before it is determined by the Expert.

1.3 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

**2. Determination by the Expert**

2.1 If the Landlord and Tenant have not agreed the revised Annual Rent by the date three months before the Review Date, then either party may at any time refer the revised Annual Rent for determination by the Expert in accordance with this paragraph 2 of this Part of this Schedule. The Expert can be appointed in accordance with the terms of this lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Annual Rent.

2.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

2.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 21 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.

2.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 14 working days of the matter being referred to the Expert.

2.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph, then:

(a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and

(b) this paragraph 2 of this Part of this Schedule shall apply to the new Expert as if they were the first Expert appointed.

2.6 The parties are entitled to make submissions to the Expert and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.

2.7 To the extent not provided for by this paragraph 2 of this Part of this Schedule, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.

2.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

2.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.

2.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.

2.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:

(a) the other party may pay instead; and

(b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to paragraph 2.11(a) of this Part of this Schedule.

2.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this paragraph and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

**3. Late review of Annual Rent**

3.1 If the revised Annual Rent has not been agreed or determined on or before the Review Date, the Tenant must:

(a) continue to pay the Annual Rent at the rate payable immediately before that Review Date; and

(b) on or before the Shortfall Payment Date, pay:

(i) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and

(ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date [(or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment)].

**4. Time not of the essence**

4.1 Time is not of the essence for the purposes of this Schedule 4.

**5. Guarantor**

5.1 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.

**Schedule 5 Insurance**

**1. Landlord's obligation to insure**

1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must insure (and keep insured):

(a) the Property on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost; and

(b) loss of Annual Rent from the Property for three years.

1.2 The Landlord shall not be obliged to insure:

(a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule 5 shall exclude the Excluded Insurance Items;

(b) any alterations to the Property that form part of the Property unless:

(i) those alterations are permitted or required under this lease;

(ii) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and

(iii) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or

(c) the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.

1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

**2. Landlord to provide insurance details**

2.1 In relation to any insurance effected by the Landlord under this Schedule 5, the Landlord must:

(a) at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:

(i) full details of the insurance policy;

(ii) evidence of payment of the current year's premiums; and

(iii) details of any commission paid to the Landlord by the Landlord's insurer;

(b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change.

**3. Tenant's obligations**

3.1 The Tenant must pay to the Landlord on demand:

(a) the Insurance Rent;

(b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and

(c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

3.2 The Tenant must:

(a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter; (b) not do or omit to do anything as a result of which:

(i) any insurance policy for the Property may become void or voidable or otherwise prejudiced;

(ii) the payment of any policy money may be withheld; or

(iii) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));

(c) comply at all times with the requirements and recommendations of the insurers relating to the Property [where written details of those requirements or recommendations have first been given to the Tenant]; (d) give the Landlord immediate notice of the occurrence of:

(i) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or

(ii) any other event that might affect any insurance policy relating to the Property;

(e) except for the Excluded Insurance Items, not effect any buildings insurance of the Property but, if the Tenant becomes entitled to the benefit of any buildings insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord;

(f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person; and

(g) insure (and keep insured) against public liability of the Tenant in relation to the Property in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord with:

(i) full details of that insurance policy; and

(ii) evidence of payment of the current year's premiums.

**4. Rent suspension**

4.1 Subject to paragraph 4.2 of this Schedule, if any Property Damage by an Insured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Property Damage) shall be suspended until the earlier of:

(a) the date on which the Property has been reinstated so that it is fit for occupation and use; and

(b) the date which is three years from and including the date on which that Property Damage occurred.

4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Property Damage is caused by:

(a) an Insured Risk and:

(i) the policy of insurance in relation to the Property has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and

(ii) the Tenant has not complied with paragraph 3.2(f) of this Schedule; or

(b) an Uninsured Risk and the Property Damage was Tenant Damage.

**5. Landlord's obligation to reinstate following damage or destruction by an Insured Risk**

5.1 Following any damage to or destruction of the Property by an Insured Risk, the Landlord must:

(a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and

(b) reinstate the Property except that the Landlord shall not be obliged to:

(i) reinstate unless all necessary planning and other consents are obtained;

(ii) reinstate unless the Tenant has paid the sums due under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule;

(iii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

(iv) reinstate after a notice to terminate has been served pursuant to this Schedule 5.

5.2 If the Landlord is obliged to reinstate the Property pursuant to paragraph 5.1(b) of this Schedule, the Landlord must:

(a) use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule for the purposes of that reinstatement; and

(b) make up any shortfall out of its own funds.

**6. Termination if reinstatement impossible or impractical following Property Damage by an Insured Risk**

6.1 Following Property Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the

Property, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Property Damage occurred.

**7. Property Damage by an Uninsured Risk**

7.1 If the Property is destroyed or damaged due to Property Damage by an Uninsured Risk, so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Property so as to make it fit for occupation and use within two months of the damage or destruction, then the Landlord or the Tenant may terminate this lease by giving notice to the other.

**8. Termination if reinstatement not complete by expiry of rent suspension**

8.1 If Property Damage by an Insured Risk occurs and the Property has not been reinstated so as to make it fit for occupation and use by the date which is three years after the date on which that Property Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:

(a) such notice is served before the Property has been reinstated so as to make it fit for occupation and use; and

(b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 13 or this Schedule 5.

**9. Consequences of termination**

9.1 If either party gives a notice to terminate this lease in accordance with this Schedule 5 then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease and any proceeds of the insurance for the Property shall belong to the Landlord.

## Schedule 6 Guarantee and indemnity

**1. Guarantee and indemnity**

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

(a) pay the Rents and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and

(b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **AGA**) and that, if the

Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:

(a) to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this lease; or

(b) to observe or perform any of the obligations the Tenant enters into in the AGA.

**2. Guarantor's liability**

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

(a) any time or indulgence granted by the Landlord to the Tenant;

(b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;

(c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;

(d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the AGA);

(e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the Rents or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the AGA) including the release of any such security;

(f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them;

(g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;

(h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;

(i) without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease;

(j) the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or

(k) any other act or omission except an express written release by deed of the Guarantor by the Landlord.

2.3 Any sum payable by the Guarantor must be paid without any set-off or counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) against the Landlord or the Tenant.

**3. Variations and supplemental documents**

3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the AGA).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this lease (or the Tenant's obligations under the AGA) whether or not:

(a) the variation is material or prejudicial to the Guarantor;

(b) the variation is made in any document; or

(c) the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.

**4. Guarantor to take a new lease or make payment**

4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Property on the terms set out in paragraph 4.2 of this Schedule.

4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:

(a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

(b) be for a term that expires on the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;

(c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it [(subject to paragraph 5 of this Schedule) and which is subject to review on the same terms and dates provided by this lease];

(d) be excluded from sections 24 to 28 of the LTA 1954; and

(e) otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor must pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to [six] months' Annual Rent and the Guarantor must pay that amount on demand.

**5. Rent at the date of forfeiture or disclaimer**

5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be subject to review on the date on which the term of the new lease commences on the same terms as those that apply to a review of the Annual Rent under this lease, such review date to be included in the new lease.

5.2 If paragraph 5.1 of this Schedule applies, then the review for which it provides shall be in addition to any rent reviews that are required under paragraph 4.2(c) of this Schedule.

**6. Payments in gross and restrictions on the Guarantor**

6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or

arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

6.2 The Guarantor must not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it must hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Guarantor must not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

**7. Other securities**

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rents and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Rents or to observe and perform the tenant covenants of this lease.

Signed as a deed by **Thanbir Ahmed Raju** in the presence of:

……..

Signature of witness

Name

Address

Occupation

……..

**Signature of Landlord**

…

**Signature of Tenant**

Signed as a deed by [redacted] in the presence of:

……

Signa

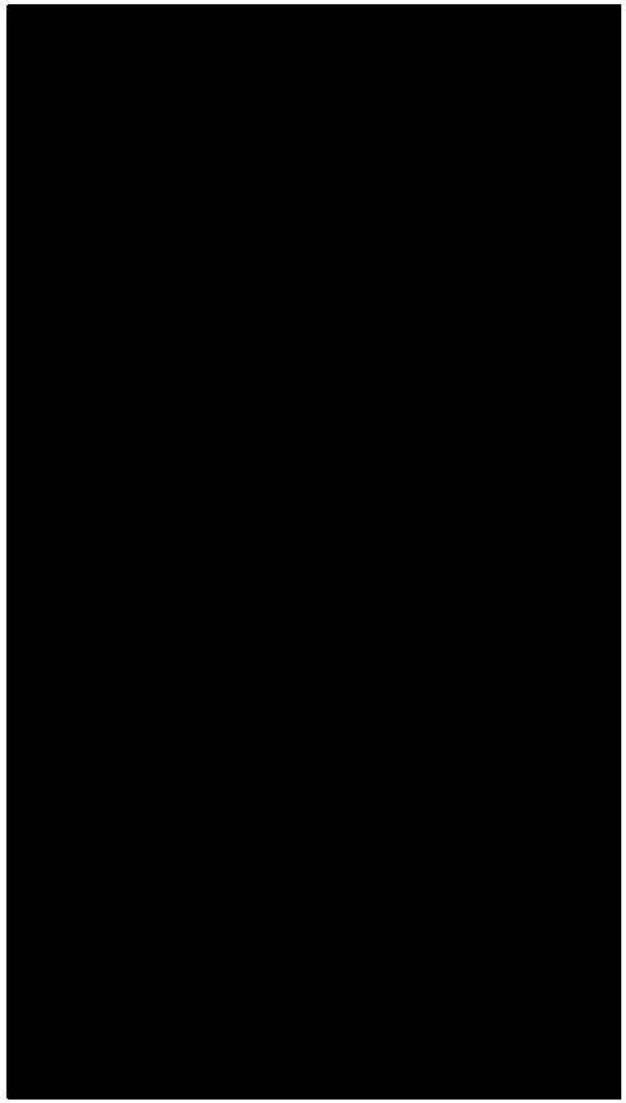
Name

Address "!!#

Occupation

**ANNEX A Property Plan**

LOCATION PLAN
SCALE 1:1250



Signed by:

86992A2444BC42F...

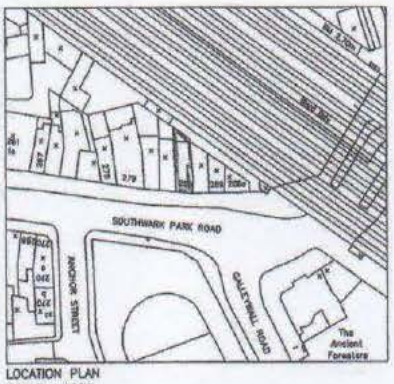
NATIONAL LEASE PLANS
78 WINDMILL ROAD
LONDON N18 1LN
T: 0845 124 9552 F: 0845 355 0596
www.nationalleaseplans.co.uk

NORTH

ADDRESS:
285 SOUTHWARK PARK ROAD
LONDON
SE16 3TP

DETAILS:
LEASE PLAN

SCALE: 1:100
DATE: OCT 2009
DRAWING NO: 285/01




LOCATION PLAN
SCALE 1:1250

[redacted]

NATIONAL LEASE PLANS
78 WINDMILL ROAD
LONDON N18 1LN
T: 0845 124 9552 F: 0845 355 0598
www.nationalleaseplans.co.uk

NORTH

ADDRESS:
285 SOUTHWARK PARK ROAD
LONDON
SE16 3TP

DETAILS:
LEASE PLAN

SCALE: 1:100
DATE: OCT 2009
DRAWING NO: 285/01

Signed as a deed by **Thanbir Ahmed Raju** in the presence of:

[redacted]

.....

Signature of witness

[redacted]

Signed as a deed by [redacted] in the presence of:

.....

**Signature of Tenant**

.....

Signature of witness

Name

Address

Occupation

Claim No. 2600281365

# EXHIBIT TR2

Correspondence with Ms Georgie Tear.

This is the exhibit referred to in the witness statement of Thanbir Ahmed Raju.

**Subject** Notice Reply

**From** [redacted]

**To:** georgie.tear1@southwark.gov.uk <georgie.tear1@southwark.gov.uk> **Date** 25 Mar at 15:28

Hi Mr Tear,

Please see my response to your letter dated 11 March 2026.

1. Current and previous leaseholder details since 27th October 2025 - [redacted]

2. Copy of the current and previous leases since 27th October 2025 - Pleasefind attached.

3. [redacted]

[redacted]

[redacted]

Kind regards,
Raju

Lease v1.pdf

Please can you also confirm whether there has been a change to the payments you have been receiving for rent?

Have the payee details or the method of payment changed?

**Kind Regards**

**Georgie Tear - Enforcement Officer | Trading Standards**

Southwark Council | Environment, Sustainability & Leisure | Regulatory Services

Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

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**From:** Raju Ahmed [redacted]
**Sent:** Friday, May 15, 2026 6:16 PM

**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

Hi George,

I have provided you the lease already [redacted] The new tenant lease is with the solicitors.

Regards

Raju

On Friday, May 15, 2026, 6:10 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

Dear Mr Raju,

Please can you confirm the date when [redacted] signed the lease originally?

**Kind Regards**

**Georgie Tear - Enforcement Officer | Trading Standards**

Southwark Council | Environment, Sustainability & Leisure | Regulatory Services

Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

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**From:** Tear1, Georgie
**Sent:** Friday, May 8, 2026 12:36 PM
**To:** 'Raju Ahmed' <[redacted]
**Subject:** RE: Notice Reply
**Importance:** High

Hi Raju,

Thank you for responding to my email.

Did you receive the letter that I attached?

Please can you confirm the following:

1. The name and details of the new tenant.
2. If the new tenant has signed a new lease, please provide a copy of the new lease?
3. What will be the purpose of the shop? Will it still be a vape shop or will it be changing?
4. When will the new tenant be running the shop?
5. Have given the old tenant notice? If so when and can you provide documents for this?

Please can you get back to me as soon as possible?

**Kind Regards**

**Georgie Tear - Enforcement Officer | Trading Standards**

Southwark Council | Environment, Sustainability & Leisure | Regulatory Services

Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

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**From:** Raju Ahmed <[redacted]
**Sent:** Thursday, May 7, 2026 9:13 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

Hi George,

Please note that the current tenant is vacating the premises and a new tenant will be taking over the shop. The paperwork with the solicitor is currently being processed.

Kind Regards,

Raju

On Wednesday, May 6, 2026, 1:19 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

> Good Afternoon,
>
> Please can you confirm that you received the letter attached to my email on 22/04/2026?
>
> Can you also update me with any actions you have taken regarding the letter?
>
> **Kind Regards**
>
> **Georgie Tear - Enforcement Officer | Trading Standards**
>
> Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
>
> Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
>
> Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

**From:** Tear1, Georgie
**Sent:** Wednesday, April 22, 2026 2:23 PM
**To:** Raju Ahmed [redacted]
**Subject:** RE: Notice Reply
**Importance:** High

Good Afternoon,

Thank you for your cooperation.

Please see the attached letter.

Please be advised that the council is of the view that if the property continues to be run as a vape shop or mini market, it is likely to be susceptible to the same criminal enterprise. In order to break the cycle associated with the property, we suggest you consider an alternative business at the property 285 Southwark Park Road, London, SE16 3TP.

**Kind Regards**

**Georgie Tear - Enforcement Officer | Trading Standards**

Southwark Council | Environment, Sustainability & Leisure | Regulatory Services

Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

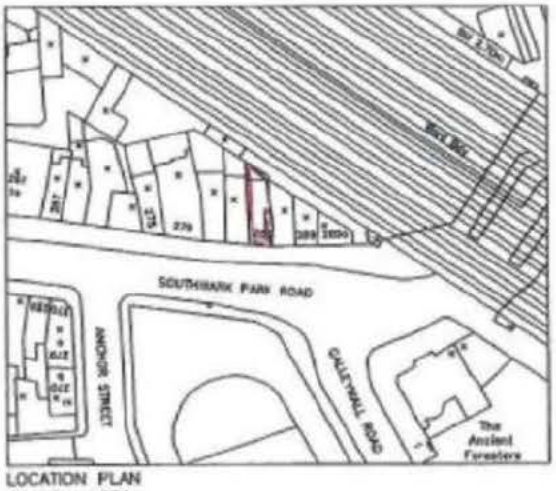
**From:** Raju Ahmed [redacted]>
**Sent:** Monday, April 13, 2026 3:15 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

[redacted]

Sent from Yahoo Mail for iPhone

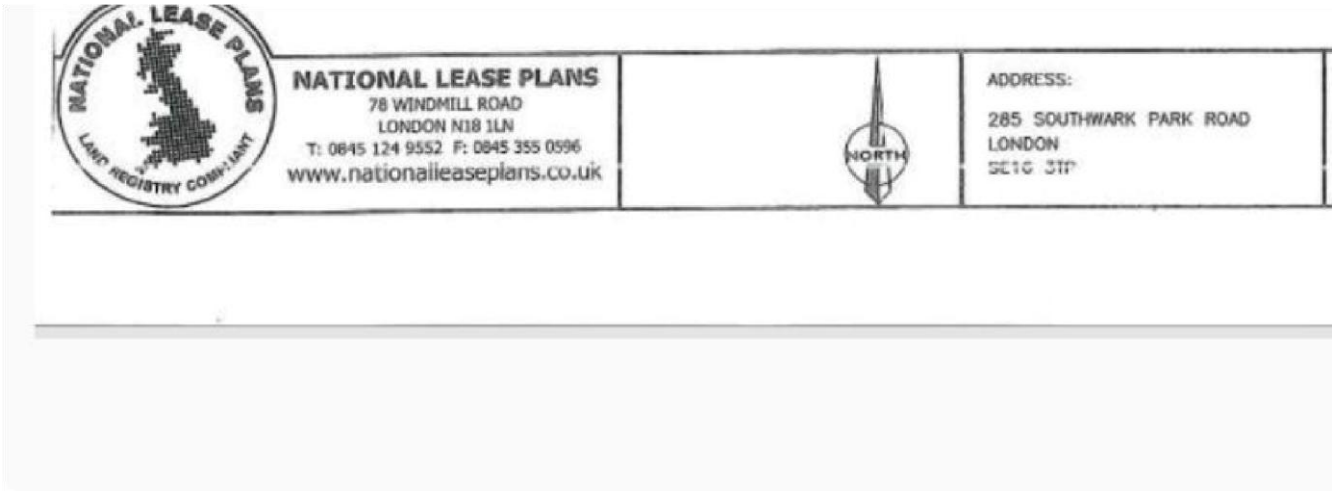
On Monday, April 13, 2026, 2:48 pm, Raju Ahmed <[redacted]

Apologies, I've just double checked, do have the floor plan I've attached it.




LOCATION PLAN
SCALE 1:1250

[redacted]




Sent from Yahoo Mail for iPhone

On Monday, April 13, 2026, 2:46 pm, Raju Ahmed <[redacted]

You will need to contact [redacted] as they are the occupier.

On Monday, April 13, 2026, 2:42 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

Hi Raju,

Thank you.

Do you have contact details for the freeholder, other than an address?

**Kind Regards**

**Georgie Tear - Enforcement Officer | Trading Standards**

Southwark Council | Environment, Sustainability & Leisure | Regulatory Services

Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

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**From:** Raju Ahmed [redacted]
**Sent:** Monday, April 13, 2026 2:41 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

Hi Georgie,

The property is only ground floor, and no, I do not have a floor plan.

Kind regards,

Raju

On Monday, April 13, 2026, 2:35 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

Hi Raju

Do you have floor plans of the shop that you can provide please?

Is it just a ground floor property you have let to the tenants or do they have a basement as well?

**Kind Regards**

**Georgie Tear - Enforcement Officer | Trading Standards**

Southwark Council | Environment, Sustainability & Leisure | Regulatory Services

Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

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**From:** Raju Ahmed [redacted]
**Sent:** Monday, April 13, 2026 2:08 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

[redacted]

Hi Georgie,

I am not the occupier at this property, I only collect rent and I have no involvement in the business.

Please contact the details I have given you.

Kind regards,

Raju

Sent from Yahoo Mail for iPhone

On Monday, April 13, 2026, 1:57 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

Good Afternoon,

Thank you for sending a copy of the lease.

There is still illegal activity taking place at Quickstop, 285 Southwark Park Road, London, SE16 3TP. The Council is considering action against to stop illegal activity at the property. Have you taken any action to stop the illegal activities yourself?

**Kind Regards**

**Georgie Tear - Enforcement Officer | Trading Standards**

Southwark Council | Environment, Sustainability & Leisure | Regulatory Services

Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

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**From:** Raju Ahmed [redacted]
**Sent:** Wednesday, March 25, 2026 3:29 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Notice Reply

Hi Mr Tear,

Claim No. 2600281365

# EXHIBIT TR3

Email requesting an explanation regarding Trading Standards' intention to seek a Closure Order and lack of response.

This is the exhibit referred to in the witness statement of Thanbir Ahmed Raju.



Re: Notice Reply

From: Tear1, Georgie (georgie.tear1@southwark.gov.uk)

To: [redacted]

Date: Tuesday, 19 May 2026 at 16:53 BST

Dear Sir,

The legal bundle should be with you shortly.

Please see the closure notice attached above.

Sent from Outlook for iOS

**From:** Raju Ahmed [redacted]
**Sent:** Tuesday, May 19, 2026 4:28:47 PM
**To:** Tear1, Georgie <Georgie.Tear1@southwark.gov.uk>
**Subject:** Re: Notice Reply

Hi Georgie,

Following up on our phone conversation yesterday, I'm still waiting for the 'legal bundle' you stated you'd send over today.

Also, just an update, the lease for the new tenant has been completed. A closure isn't necessary as a new occupant is in place and the old one has been terminated.

Kind regards,
Raju

On Friday, May 15, 2026, 7:39 pm, Raju Ahmed <[redacted]

I have just received another email from you giving notice for Closure of the premises. Can you explain why you have given this notice please for Closure? I have explained to you a new tenant is occupying the property and the old tenant has left. The new tenant is paying rent, and documentation is being processed through solicitors, as explained previously.

On Friday, May 15, 2026, 7:27 pm, Raju Ahmed <[redacted]> wrote:

Hi George,

Yes, I'm receiving rent from the new tenant, and the lease is with solicitors.

Regards,
Raju

On Friday, May 15, 2026, 7:20 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:

Hi Mr Raju,

Please see the attached notice.

**Kind Regards**

**Georgie Tear - Enforcement Officer | Trading Standards**

Southwark Council | Environment, Sustainability & Leisure | Regulatory Services

Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX

Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000

**From:** Tear1, Georgie
**Sent:** Friday, May 15, 2026 6:56 PM
**To:** 'Raju Ahmed' [redacted]
**Subject:** RE: Notice Reply

Hi Mr Raju,

# EXHIBIT TR4

Solicitor's completion letter dated 19 May 2026 together with the Deed of Variation dated 19 May 2026 and signed execution page.

This is the exhibit referred to in the witness statement of Thanbir Ahmed Raju.

Solicitors

OUR REF: (

YOUR REF:

Mr T. Raju

**Sent via email**

19th May 2026

Dear Thanbir

**Re: 285 Southwark Park Road London SE16 3TP**

I have today completed the Deed of Variation of the above property.

I have dealt with the discharge of my own fees with regard to the transaction, which I trust you will find satisfactory.

Needless to say, I was happy to have acted on your behalf. I do take clients satisfaction very seriously and would you please take a moment to leave a Google Review by searching for
or alternatively by searching our website address

If my advice or services are required on any matter whatsoever in the future, then please do not hesitate to notify me immediately and I shall be only too pleased to assist you.

Yours sincerely

[redacted]



| | |
|---|---|
| **LR1. DATE OF LEASE** | 19 May 2026 |
| **LR2. TITLE NUMBER(S)** | **LR2.1 Landlord's Title Number(s)**<br>*Title number(s) out of which this lease is granted. Leave blank if not registered*<br><br>**TGL330912**<br><br>**LR2.2 Other Title Numbers**<br>*Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made*<br><br>None |
| **LR3. Parties to this Lease**<br>*Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territories in which incorporated* | **Landlord**<br><br>**Thanbir Ahmed Raju of** [redacted]<br><br>**Tenant**<br><br>[redacted]<br><br>**Other Parties**<br><br>*Specify capacity of each party, for example "management company" "guarantor" etc* |
| **LR4. Property**<br><br>*Insert a full description of the land being leased*<br><br>*or*<br><br>*Refer to the above clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described*<br><br>*Where there is a letting of part of a registered title a plan must be attached to this lease and any floor levels must be specified* | **In the case of a Conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail**<br><br>**285 Southwark Park Road, London SE16 3TP** |

| | |
|---|---|
| **LR5. Prescribed Statements etc**<br><br>*If this lease includes a statement falling within LR5.1 insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement*<br><br>*In LR5.2, omit or delete those Acts which do not apply to this lease* | ***LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity) 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003***<br><br>**NONE**<br><br>***LR5.2 This lease is made under, or by reference to, provisions of:***<br><br>**NONE** |
| **LR6. Term for which the Property is leased**<br><br>*Include only the appropriate statement (duly completed) from the three options*<br><br>*NOTE: The information you provide or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003* | |
| **LR7. Premium**<br><br>*Specify the total premium, inclusive of any VAT where payable* | **Nil** |
| **LR8. Prohibitions or Restrictions on disposing of this lease**<br><br>*Include whichever of the two statements is appropriate*<br><br>*Do not set out here the wordings the provision* | ~~This lease does not contain a provision that prohibits or restricts dispositions~~<br><br>~~*OR*~~<br><br>This lease contains a provision that prohibits or restricts dispositions |

| | |
|---|---|
| **LR9. Rights of acquisition etc**<br><br>*Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions* | **LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**<br><br>**NONE**<br><br>**LR9.2 Tenant's covenant to (or offer to) surrender this lease**<br><br>**NONE**<br><br>**LR9.3 Landlord's contractual rights to acquire this lease**<br><br>**NONE** |
| **LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**<br><br>*Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions* | **NONE** |
| **LR11. Easements**<br><br>*Refer only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements* | **LR11.1 Easements granted by this lease for the benefit of the Property**<br><br>**None**<br><br>**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other Property**<br><br>**Schedule 2 of Original Lease** |
| **LR12. Estate rentcharge burdening the Property**<br><br>*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge* | **NONE** |

| | |
|---|---|
| **LR13. Application for standard form of restriction**<br><br>*Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.*<br><br>*Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003* | The parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]<br><br>**NONE** |
| **LR14. Declaration of trust where there is more than one person comprising the Tenant**<br><br>*If the Tenant is one person, omit or delete all the alternative statements*<br><br>*If the Tenant is more than one person complete this clause by omitting or deleting all inapplicable alternative statements* | |

**H. M. LAND REGISTRY**

**LAND REGISTRATION ACTS**

**LONDON BOROUGH:** **Southwark**

**PROPERTY:** **285 Southwark Park Road London SE16 3TP**

**Title No:**

**THIS DEED OF VARIATION** is made the 19 day of May 20 26

**BETWEEN Thanbir Ahmed Raju** of [redacted] (hereinafter called "the Landlord") of the one part and [redacted] of [redacted] (hereinafter called "the Tenants") of the other part.

**WHEREAS:-**

(1) This Deed is supplemental to a Lease (hereinafter called "the Original Lease") dated the 1st May 2025 and made between **Thanbir Ahmed Raju of** [redacted] (1) (hereafter called 'the Original Lessor') and [redacted] (2) (hereinafter called "the Original Lessee") whereby the property shortly described above was demised to the Original Lessee for a term of 9 years from the 1st May 2025 (hereinafter called "the Commencement Date") at an Initial Rent of per annum and subject to the covenants and conditions by and in the Lease reserved and contained.

(2) The reversion immediately expectant on the Lease is vested in the Landlord and comprised (inter alia) in Title Number

(3) The Lease is now vested in the Tenants.

**NOW THIS DEED WITNESSETH** as follows:-

**1. IN CONSIDERATION** of the covenants herein contained and in pursuance of the premises the Landlord hereby demises unto the Tenants all and singular the premises comprised in and demised by the Original Lease **AND** from and including the date of this Deed the Original Lease shall be read and construed as varied by the provisions set out in the Schedule

3. **THE** Landlord and the Tenants hereby mutually covenant that they will respectively perform and observe the several covenants provisos and stipulations in the Original Lease expressed as fully as if the same covenants provisos and stipulations had been herein repeated in full but with such modifications only as necessary to make them applicable to this demise and if the names of the parties hereto has been respectively substituted for those of the Landlord and Tenant in the

Original Lease.

## SCHEDULE

### Variations to the Original Lease

Clause 12 (a) shall be deleted and replaced with the following wording:

'underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property'

New Clauses 12(d) and 12(e) and 12 (f) shall be inserted and shall read as follows:

'12 (d) The Tenant may assign the whole of this lease with the consent of the Landlord.

The Landlord and the Tenant agree for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:

  (i) is in respect of all the tenant covenants of this lease and the tenant covenants in the Superior Lease;
  (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;
  (iii) imposes principal debtor liability on the assignor;
  (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
  (v) (v) is otherwise in a form reasonably required by the Landlord;

- a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement;
- a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in favour of the Landlord in the form set out in Schedule 6 (but with such amendments and additions as the Landlord may reasonably require)
- a condition that the assignee enters into a rent deposit deed with the Landlord in a form reasonably required by the Landlord and for an initial deposit of six months' Annual Rent (as at the date of assignment) plus a sum equivalent to VAT on that Annual Rent.

12 (e) The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:

- the Annual Rent or any other sum due under this lease is outstanding;

- there is a material breach of covenant by the Tenant that has not been remedied; or

- the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease

- the consent of the Superior Landlord is not obtained.

12 (f) Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.'

**IN WITNESS** whereof the Landlord and the Tenants have hereunto set their hands the day and year first before written.

**SIGNED** as a **DEED** by

**THANBIR AHMED RAJU**

In the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

**SIGNED** as a **DEED** by [redacted]

[redacted]

In the presence of [redacted]

Witness Signature

Witness Name [redacted]

[redacted]

[redacted]

[redacted]

Witness Occupation Manager

**IN WITNESS** whereof the Landlord and the Tenants have hereunto set their hands the day and year first before written.

**SIGNED** as a **DEED** by

**THANBIR AHMED RAJU**

[redacted]

Claim No. 2600281365

# EXHIBIT JD5

Deed of Surrender together with solicitor confirmation of completion.

This is the exhibit referred to in the witness statement of Thanbir Ahmed Raju.

**Subject** Re: DRAFT DEED OF SURRENDER

**From** [redacted]

**To:** Raju Ahmed [redacted]

**Date** 22 May at 12:08

Received with thanks. Please arrange for the original to be posted to my office address.

I have confirmed completion with the other side.

**Best regards**

[redacted]

**Our business grows by your referrals**

[redacted]

[redacted]

**This firm is regulated by the Solicitors Regulation Authority of England and Wales**
**This transmission is intended for the use of the addressee only and is confidential and may be the subject of privilege and exempt from disclosure. Any extraction, distribution, copying or use of this communication is strictly prohibited. If you have received this**

**communication in error, please notify us by telephone and return the original message and attachments to us at the above address via the postal service.**

**IMPORTANT NOTICE: CYBERCRIME ALERT!**

As a result of the increased risks posed by cyber fraud and especially those relating to bank account details, please note that Nelsons Solicitors' bank account details will **NOT** change during the course of a transaction. Please be vigilant and ensure caution is exercised when opening any emails, attachments or links which purport to come from us in response to any request for our bank details. We will **NOT** accept responsibility if you transfer money to an incorrect bank account. It is our Firm's policy **NEVER** to send our bank details by email. If you receive bank details from us by email please telephone our office and speak to the person dealing with your matter or a Partner of this firm.

---

**From:** Raju Ahmed [redacted]
**Sent:** Friday, May 22, 2026 11:35:08 AM
**To:** [redacted]
**Subject:** Re: DRAFT DEED OF SURRENDER

Please see attached.

Also, please send over a copy of signed surrender once completed.

Your help is much appreciated [redacted]

On Friday, May 22, 2026, 11:19 am,

[redacted]

wrote: Fyi

Please sign and return your version of the Dd3 of Surrender ASAP.

**Best regards**

[redacted]

**Our business grows by your referrals**

[redacted]

[redacted]

**This firm is regulated by the Solicitors Regulation Authority of England and Wales**
**This transmission is intended for the use of the addressee only and is confidential and may be the subject of privilege and exempt from disclosure. Any extraction, distribution, copying or use of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone and return the original message and attachments to us at the above address via the postal service.**

**IMPORTANT NOTICE: CYBERCRIME ALERT!**

As a result of the increased risks posed by cyber fraud and especially those relating to bank account details, please note that Nelsons Solicitors' bank account details will **NOT** change during the course of a transaction. Please be vigilant and ensure caution is exercised when opening any emails, attachments or links which purport to come from us in response to any request for our bank details. We will **NOT** accept responsibility if you transfer money to an incorrect bank account. It is our Firm's policy **NEVER** to send our bank details by email. If you receive bank details from us by email please telephone our office and speak to the person dealing with your matter or a Partner of this firm.

**From:** [redacted]
**Sent:** Friday, May 22, 2026 10:54:36 AM
**To:** [redacted]
**Subject:** RE: DRAFT DEED OF SURRENDER

Dear [redacted]

I am pleased to confirm that I now hold the executed Deed of Surrender of our client in readiness for completion.

Please confirm if you are happy to complete via email and date the documents with today's date and I will do the likewise.
Please provide a scanned copy of your client's part of the
Please provide a scanned copy of your client's part of the completed Deed of Surrender once the completion is done.

Please also provide your client's part of the completed Deed of Variation before the completion of the Deed of Surrender.

Should you have any question, please do not hesitate to contact me.

Regards

[redacted]

[redacted]

[redacted]

**DISCLAIMER**

The information in this email and in any attachments is confidential and intended solely for the attention and use of the named addressee(s). It must not be disclosed to any person without our authority. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are not authorised to and must not disclose, copy, distribute, or retain this message or any part of it. If you have received this email in error, please notify the sender immediately and then delete it. We have taken precautions to lower the risk of transmitting software viruses, but we advise you to carry out your own virus checks on this message and any attachment to it. This email has been scanned for all viruses by the Norton AntiVirus2003. Neither nor the sender can accept liability or responsibility for any damage or any loss whatsoever caused by the transmission of any virus.

This practice does not accept service by fax or email.

[redacted]
**Sent:** 22 May 2026 10:29
**T**[redacted]
**Subject:** RE: DRAFT DEED OF SURRENDER

Dear [redacted]

Thank you for your email and for the Deed of Surrender.

I will arrange to have the Deed of Surrender executed by our client and will contact you as soon as I hold our client's executed copy in readiness for completion.

Our client is signing electronically via DocuSign which I trust is acceptable.

Should you have any question, please do not hesitate to contact me.

Regards

[redacted]

[redacted]

[redacted]

[redacted]

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authorised to and must not disclose, copy, distribute, or retain this message or any part of it. If you have received this email in error, please notify the sender immediately and then delete it. We have taken precautions to lower the risk of transmitting software viruses, but we advise you to carry out your own virus checks on this message and any attachment to it. This email has been scanned for all viruses by the Norton AntiVirus2003. Neither nor the sender can accept liability or responsibility for any damage or any loss whatsoever caused by the transmission of any virus.

This practice does not accept service by fax or email.

[redacted]

**Sent:** 22 May 2026 10:11
**To:** [redacted]
**Subject:** DRAFT DEED OF SURRENDER

Please see attached as requested.

[redacted]

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Hide trimmed content

**DATED** 28 May **2026**

**DEED OF SURRENDER**

**Relating to**

**285 Southwark Park Road**

**London**

**SE16 3TP**

**Between**

**Thanbir Ahmed Raju and**

[redacted]

**CONTENTS**

---

**CLAUSE**


1 Interpretation .....

2 Surrender .....

3 Release of the Tenant .....

4 Release of the Landlord .....

5 Documents and HMLR Requirements .....

6 Liability .....

7 Third Party Rights .....

This Deed is dated 28 May 2026

H M Land Registry

Landlord's title number TGL330912

Administrative area: Southwark

PARTIES:

1 **Thanbir Ahmed Raju** [redacted]
("the Landlord")

2 [redacted]

BACKGROUND

A This deed is supplemental to the Lease.

B The Landlord is entitled to the immediate reversion to the Lease.

C The residue of the term granted by the Lease is vested in the Tenant.

D The Landlord and the Tenant have agreed to enter into this deed.

AGREED TERMS

1 INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause 1 apply in this deed.

HMLR: HM Land Registry.

Landlord's Conveyancer:
or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

Lease: A lease of 285 Southwark Park Road London SE16 3TP dated the 1st May 2025 between (1) The Landlord (2) and all deeds and documents supplemental or collateral to that lease.

Property:
aforesaid as more particularly described in and demised by the Lease.

Tenant's Conveyancer:
or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

1.2 Clause headings do not affect the interpretation of this deed.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to one gender shall include a reference to the other genders.

1.6 A reference to any party shall include that party's personal representatives, successors or permitted assigns.

1.7 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and include any statute, statutory provision or subordinate legislation which it amends or reenacts; provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.

1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute provision.

1.9 A reference to writing or written includes faxes but not e-mail.

1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.

1.11 References to clauses are to the clauses of this deed.

1.12 Any phrases introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.13 References to the Landlord include a reference to the person entitled for the time being to the immediate reversion to the Lease.

1.14 The expressions landlord covenant and tenant covenant each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

2. SURRENDER

2.1 In consideration of the releases by the Landlord pursuant to clause 3 the Tenant surrenders and yields up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property and the Landlord accepts the surrender.

2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

3. RELEASE OF THE TENANT

The Landlord releases the Tenant from all the tenants covenants and obligations contained in and all liabilities whatever under the Lease or any other deed or document supplemental to the Lease, other than this deed, whether past, present or future and all damages, actions, proceedings, costs, claims, demands and expenses arising from such obligations and liabilities.

4 RELEASE OF THE LANDLORD

The Tenant releases the Landlord from all the landlord covenants and obligations contained in and all liabilities whatever under the Lease or any other deed or document supplemental to the Lease, other than this deed, whether past, present or future and all damages, actions, proceedings, costs, claims, demands and expenses arising from such obligations and liabilities.

5 PAYMENTS

On the date of this deed, the Tenant shall pay to the Landlord all rent and other sums due under this Lease up to, and including, completion of the Surrender, to the extent that such sums have not already been paid.

6 DOCUMENTS and HMLR REQUIREMENTS

6.1 On the date of this deed, the Tenant shall deliver to the Landlord, or to the Landlord's Conveyancer the original properly executed part of this deed.

6.2 On the date of this deed, the Landlord shall deliver to the Tenant, or to the Tenant's Conveyancer the original properly executed part of this deed.

7 LIABILITY

If the Landlord or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this deed. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

8 THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under or in connection with it.

9 GOVERNING LAW

This deed 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.

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

SIGNED AS A DEED BY
**Thanbir Ahmed Raju**
In the presence of:-

Witness Signature

Witness Name

Witness Address

Witness occupation

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

SIGNED AS A DEED BY [redacted]
In the presence of:-

Witness Signature [redacted]
Witness Name

Witness Address

Witness occupation

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

SIGNED AS A DEED BY
**Thanbir Ahmed Raju**
In the presence of:-

[redacted]

[redacted]

Claim No. 2600281365

# EXHIBIT JD6

Email from Mr Andrew Wilson dated 29 May 2026.

This is the exhibit referred to in the witness statement of Thanbir Ahmed Raju.

# Re: CLOSURE NOTICE

From: Raju Ahmed [redacted]

To: Georgie.Tear1@southwark.gov.uk

Date: Thursday, 28 May 2026 at 14:02 BST

Hi Georgie,

The tenant has now surrendered the lease and I attach the signed Deed of Surrender for your records.

I would have appreciated being informed at an earlier stage of the allegations concerning the occupier, as this would have been relevant information prior to entering into any further lease arrangements.

Mr [redacted] would like to arrange a suitable date and time to collect his belongings from the property. As I would like the premises cleared as soon as possible, please let me know a date and time for collection.

For the avoidance of doubt, I do not intend for any future occupier to operate the premises as a vape shop.

Regards,
Raju

> On Friday, May 22, 2026, 12:58 pm, Tear1, Georgie <Georgie.Tear1@southwark.gov.uk> wrote:
>
> Dear Mr Raju,
>
> Please see the updated closure notice attached.
>
> **Kind Regards**
>
> **Georgie Tear - Enforcement Officer | Trading Standards**
> Southwark Council | Environment, Sustainability & Leisure | Regulatory Services
> Post: 3rd Floor Hub 1, PO Box 64529 | London SE1P 5LX
> Direct line 020 7525 0658 | Fax 020 7525 5735 | Call Centre 020 7525 2000
>
> The email you received and any files transmitted with it are confidential, may be covered by legal and/or professional privilege and are intended solely for the use of the individual or entity to whom they are addressed. If you have received this in error please notify us immediately. If you are not the intended recipient of the email or the person responsible for delivering it to them you may not copy it, forward it or otherwise use it for any purpose or disclose its contents to any other person. To do so may be unlawful. Where opinions are expressed in the email they are not necessarily those of Southwark Council and Southwark Council is not responsible for any changes made to the message after it has been sent.

scan_1.pdf
613.9 kB

30/05/2026,

DRAFT DEED OF SURRENDER.pdf
367 kB





# In the matter of 285 Southwark Park Road - Quickstop

From: Wilson, Andrew [redacted]

To: [redacted]

Date: Friday, 29 May 2026 at 11:45 BST

Dear Mr Raju

I understand that you have been contacting Georgie Tear in relation to the above. I am the lawyer with conduct of this matter for LB Southwark and you must correspond with me and not direct with witnesses in the case.

Please only contact me from now on if you have anything to raise with LB Southwark prior to next week's adjourned hearing.

I have seen your email to Georgie of 2.08pm yesterday, 28 May.

To be clear, LB Southwark does not accept the purported deed of surrender that you attached to your email as an operative surrender of the current lease of 286 Southwark Park Road.

The lease (being surrendered) referred to in the deed is described as being:

***Lease: A lease of 285 Southwark Park Road London SE16 3TP dated the 1st May 2025 between (1) The Landlord (2) and all deeds and documents supplemental or collateral to that lease.***

But the deed is executed by someone called as the lessee. On that basis alone, we are highly sceptical about the document. Mr cannot surrender a lease on behalf of Mr . The only copy lease that we have been provided with by you (undated (save for a year date of 2024 – not 2025) and unsigned) identifies as the lessee. How can you reasonably expect us to accept the deed of surrender as *bona fides* in these circumstances?

Also, under no circumstances will access to 285 be provided to enable Mr to remove his stock before the hearing next week. Judge Kumar was very clear and specific about that at last week's hearing which you were present at. Please do not ask about this again.

You are of course entitled to present any documents to the Court next week that you consider relevant to your position. And you may make such arguments against a closure order as you feel the need to. So all of this can be put before the Court by you on 4th June. But in the meantime, LB Southwark's position will not change; there will be no access provided to 285 until at least after the hearing on 4th June and LB Southwark will continue to pursue the closure order notwithstanding the recent documents that you have provided and your remonstrations to Georgie.

If you intend to file witness evidence and / or documents in support of your arguments, please ensure that you copy them to me at the same time as you file them with the Court.

Yours sincerely

Andrew Wilson





**From:** Wilson, Andrew
**Sent:** Wednesday, May 27, 2026 3:24 PM
**To:** [redacted]
**Subject:** In the matter of 285 Southwark Park Road - Quickstop

Dear Mr Raju

**2600281365**
**4 June 2026 at Croydon Magistrates Court**

Further to the direction of DJ Kumar on 22/5/26, please find attached our Notice in Relation to Previous Convictions in this matter which we intend to rely upon at the adjourned hearing on 4 June 2026.

Yours sincerely

Andrew Wilson

The email you received and any files transmitted with it are confidential, may be covered by legal and/or professional privilege and are intended solely for the use of the individual or entity to whom they are addressed. If you have received this in error please notify us immediately. If you are not the intended recipient of the email or the person responsible for delivering it to them you may not copy it, forward it or otherwise use it for any purpose or disclose its contents to any other person. To do so may be unlawful. Where opinions are expressed in the email they are not necessarily those of Southwark Council and Southwark Council is not responsible for any changes made to the message after it has been sent.

E. Documents

Georgie Tear
Trading Standards Enforcement Officer
Trading Standards
Regulatory Services
Georgie.Tear1@southwark.gov.uk
Tel: 0207 525 0658

Date: 11 March 2026

**Ref: 034120**

Mr Thanbir Ahmed Raju
[redacted]

Dear Mr Raju

**Notice requiring information in accordance with powers granted under Schedule 5, Part 3 para 14 of the Consumer Rights Act 2015**

This authority is carrying out an investigation into suspected offences under the following legislation:

- Tobacco and Related Products Regulations 2016
- Trademarks Act 1994

in relation to the supply of illicit/counterfeit tobacco from the business premises Quickstop, 285 Southwark Park Road, London, SE16 3TP.

This notice requires you to provide information on who your tenant is and who is running the business at Quickstop, 285 Southwark Park Road, London, SE16 3TP. Please provide the following:

- Current and previous leaseholder details since 27th October 2025
- Copy of the current and previous leases since 27th October 2025
- Payment details for the rent that you receive, including name and payment method.
- Contact details for Current and previous tenants (phone numbers, email addresses and postal addresses).
- Details of water, gas, electricity providers and person(s) responsible for payment of these utilities.

Failure to comply with this notice, without reasonable excuse, could result in a court application and the imposition of a penalty. Please see the footnote for more details.

You can provide the information by email or post**. It must be supplied within 10 working days from the date of this notice.** Data protection Act 2008 exemptions apply as explained in the following paragraph.

**Data Protection Act 2018 Section 15 (exemptions from, and restrictions and adaptations of the application of, rules of the GDPR) Paragraph 2 of Part 1 of Schedule 2**

To satisfy the above-mentioned data protection exemption provisions, I certify that the information requested is required for the prevention, investigation or detection of crime and the prosecution of offenders and that failure to disclose it is likely to prejudice my enquiry.

I understand that it is an offence to unlawfully obtain personal data and if information on this form is false or incorrect I may be committing an offence under section 170 of the Data Protection Act 2018.

If you have any queries, please do not hesitate to contact me.

Yours sincerely

[redacted]

Georgie Tear
Trading Standards Enforcement Officer

**Court application for compliance and penalties**

On application the court may order you to do anything that the court thinks it is reasonable for you to do to ensure that the notice is complied with.

The court may also order you to pay a monetary penalty of up to £30,000 or more for high turnover businesses. You may also be required to meet the costs or expenses of the court application.

Georgie Tear
Enforcement Officer
Trading Standards
Regulatory Services

Georgie.Tear1@southwark.gov.uk

Date: 15 May 2026

[redacted]

Dear Mr [redacted]

**Service of a Closure Notice & Application for a Premises Closure Order**
**Anti-Social Behaviour, Crime and Policing Act 2014**

As required by Section 76(6) of the Anti-Social Behaviour, Crime and Policing Act 2014, I write to inform you that it is intended to serve you with a Closure Notice on **19th May 2026** with a view to making an application for a Closure Order before Croydon Magistrates Court on **21st May 2026.** The application will be made against the property: **285 Southwark Park Road, London, SE16 3TP.**

The effect of a Closure Notice will be to **prohibit access to all persons to the above address**. The property will be secured, and breach of a Closure Notice is a criminal offence.

If you require any further information, please don't hesitate to contact me via the email address provided in this letter. You are entitled to seek legal advice and may wish to consider contacting:

- Southwark Law Centre, 0207 732 2008, located at 53 Addington Square, Camberwell, SE5 7LB. More information is available at https://www.southwarklawcentre.org.uk.

- Civil Legal Advice, 0845 345 4345, who can check if you are eligible for legal aid and put you in touch with a specialist legal adviser. More information is available at https://www.gov.uk/civil-legal-advice.

- Southwark Citizens Advice Bureau, 0808 278 7849, located at 97 Peckham High Street, SE15 5RS and 6-8 Westmoreland Road, Walworth, SE17 2AY. More information is available at https://www.citizensadvicesouthwark.org.uk.

Further documents, including the evidence to be used at court, the court hearing date and details of those who can provide free legal and support services, will be provided

[redacted]

at the time of serving the Closure Notice. Please contact me via the above email address if you wish to have documents served via email.

Yours sincerely,

Georgie Tear
Enforcement Officer

[redacted]

Georgie Tear
Enforcement Officer
Trading Standards
Regulatory Services

Georgie.Tear1@southwark.gov.uk

Date: 15 May 2026

The Occupier
285 Southwark Park Road
London
SE16 3TP
DELIVERED BY HAND

Dear Occupier

**Service of a Closure Notice & Application for a Premises Closure Order**
**Anti-Social Behaviour, Crime and Policing Act 2014**

As required by Section 76(6) of the Anti-Social Behaviour, Crime and Policing Act 2014, I write to inform you that it is intended to serve you with a Closure Notice on **19th May 2026** with a view to making an application for a Closure Order before Croydon Magistrates Court on **21st May 2026.** The application will be made against the property: **285 Southwark Park Road, London, SE16 3TP.**

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Yours sincerely,

Georgie Tear
Enforcement Officer



Georgie Tear
Enforcement Officer
Trading Standards
Regulatory Services

Georgie.Tear1@southwark.gov.uk

Date: 15 May 2026

All Staff at Shop
Quickstop
285 Southwark Park Road
London
SE16 3TP
DELIVERED BY HAND

Dear All Staff at Shop

**Service of a Closure Notice & Application for a Premises Closure Order**
**Anti-Social Behaviour, Crime and Policing Act 2014**

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Yours sincerely,

Georgie Tear
Enforcement Officer



Georgie Tear
Enforcement Officer
Trading Standards
Regulatory Services

Georgie.Tear1@southwark.gov.uk

Date: 15 May 2026

[redacted]
Quickstop11 Limited
285 Southwark Park Road
London
SE16 3TP
DELIVERED BY HAND

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Yours sincerely,

Georgie Tear
Enforcement Officer



Georgie Tear
Enforcement Officer
Trading Standards
Regulatory Services

Georgie.Tear1@southwark.gov.uk

Date: 15 May 2026

[redacted]

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Yours sincerely,

Georgie Tear
Enforcement Officer



Georgie Tear
Enforcement Officer
Trading Standards
Regulatory Services
Georgie.Tear1@southwark.gov.uk

Date: 15 May 2026

Mr Thanbir Ahmed Raju
[redacted]

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**Anti-Social Behaviour, Crime and Policing Act 2014**

As required by Section 76(6) of the Anti-Social Behaviour, Crime and Policing Act 2014, I write to inform you that it is intended to serve you with a Closure Notice on **19th May 2026** with a view to making an application for a Closure Order before Croydon Magistrates Court on **21st May 2026.** The application will be made against the property: **285 Southwark Park Road, London, SE16 3TP**.

The effect of a Closure Notice will be to **prohibit access to all persons to the above address**. The property will be secured, and breach of a Closure Notice is a criminal offence.

If you require any further information, please don't hesitate to contact me via the email address provided in this letter. You are entitled to seek legal advice and may wish to consider contacting:

- Southwark Law Centre, 0207 732 2008, located at 53 Addington Square, Camberwell, SE5 7LB. More information is available at https://www.southwarklawcentre.org.uk.

- Civil Legal Advice, 0845 345 4345, who can check if you are eligible for legal aid and put you in touch with a specialist legal adviser. More information is available at https://www.gov.uk/civil-legal-advice.

- Southwark Citizens Advice Bureau, 0808 278 7849, located at 97 Peckham High Street, SE15 5RS and 6-8 Westmoreland Road, Walworth, SE17 2AY. More information is available at https://www.citizensadvicesouthwark.org.uk.

Further documents, including the evidence to be used at court, the court hearing date and details of those who can provide free legal and support services, will be provided

at the time of serving the Closure Notice. Please contact me via the above email address if you wish to have documents served via email.

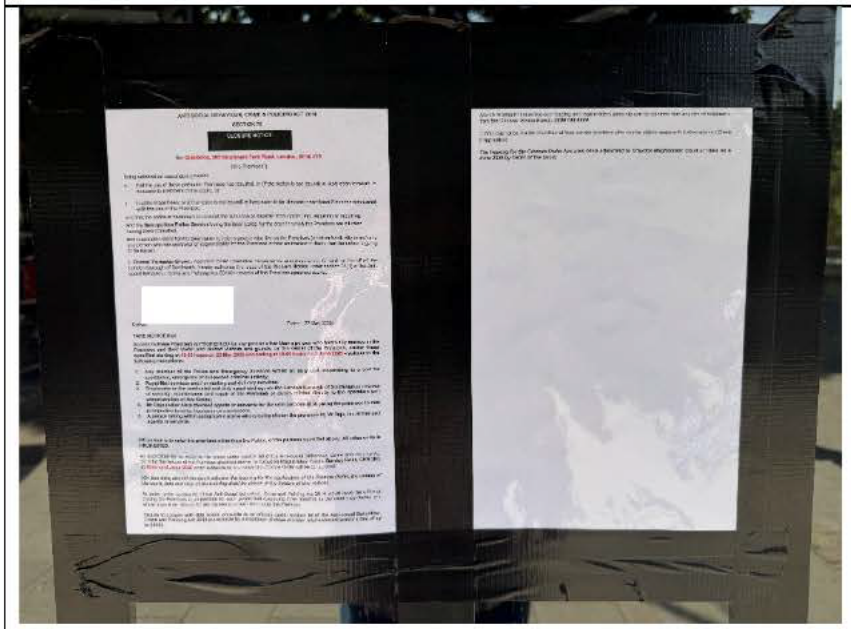
Yours sincerely,

Georgie Tear
Enforcement Officer

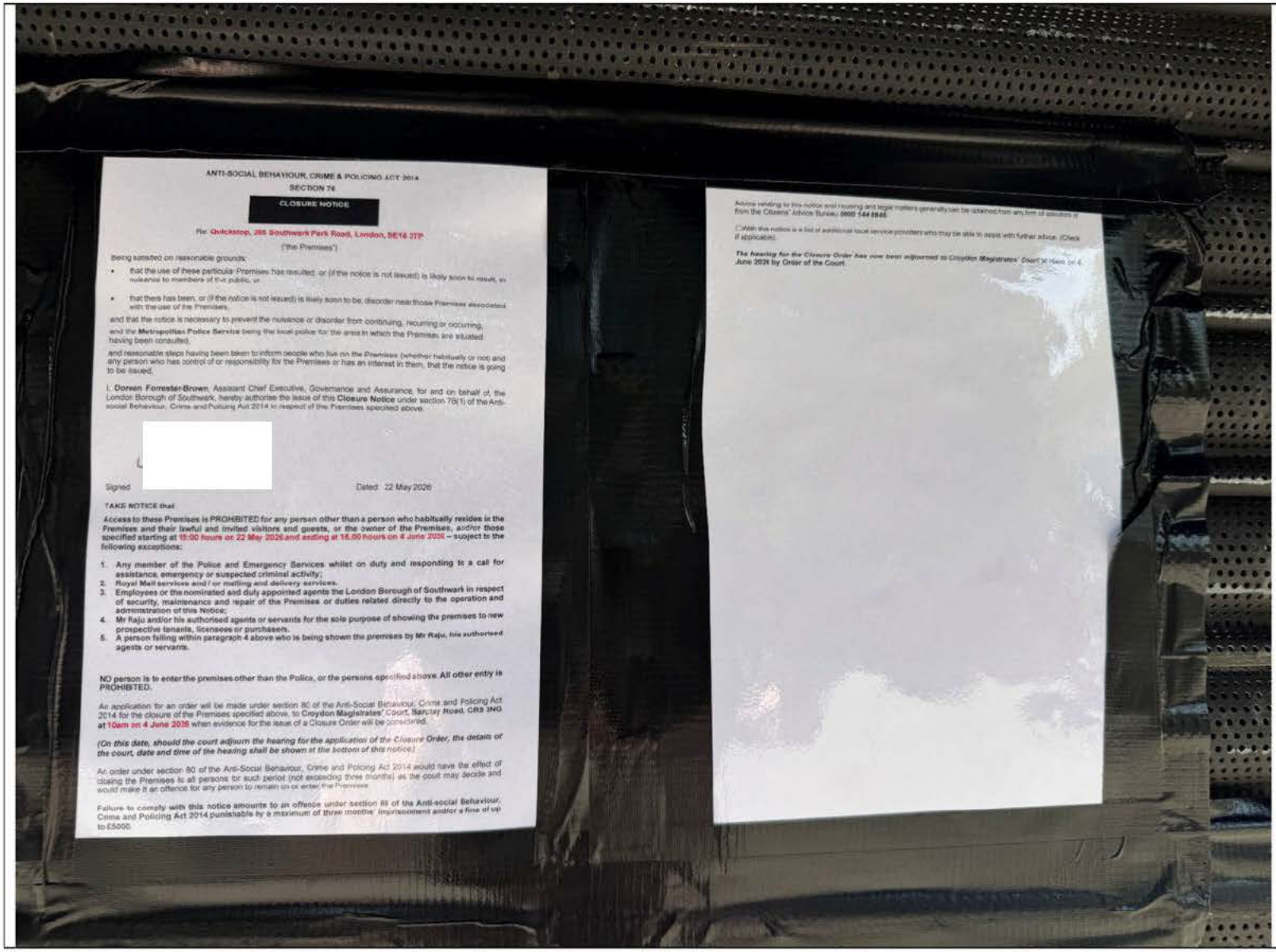
[redacted]


SOUTHWARK PARK ROAD
QUICK STOP
OYSTER - NEWS - TOBACCO - ATM - OFF LICENCE - PAYZONE - HOUSE HOLD






SOUTHWARK PARK ROAD
QUICK STOP
020 7941 8414
OYSTER - NEWS - TOBACCO - ATM - OFF LICENCE - PAYZONE - HOUSE HOLD



ANTI-SOCIAL BEHAVIOUR, CRIME & POLICING ACT 2014

SECTION 76

**CLOSURE NOTICE**

Re: **Quickstop, 285 Southwark Park Road, London, SE16 2TP**

("the Premises")

Being satisfied on reasonable grounds:

- that the use of these particular Premises has resulted, or (if the notice is not issued) is likely soon to result, in nuisance to members of the public, or
- that there has been, or (if the notice is not issued) is likely soon to be, disorder near those Premises associated with the use of the Premises,

and that the notice is necessary to prevent the nuisance or disorder from continuing, recurring or occurring,

and the **Metropolitan Police Service** being the local police for the area in which the Premises are situated having been consulted,

and reasonable steps having been taken to inform people who live on the Premises (whether habitually or not) and any person who has control of or responsibility for the Premises or has an interest in them, that the notice is going to be issued,

I, **Doreen Forrester-Brown**, Assistant Chief Executive, Governance and Assurance, for and on behalf of, the London Borough of Southwark, hereby authorise the issue of this **Closure Notice** under section 76(1) of the Anti-social Behaviour, Crime and Policing Act 2014 in respect of the Premises specified above.

Signed [redacted] Dated 22 May 2026

**TAKE NOTICE that**

**Access to these Premises is PROHIBITED for any person other than a person who habitually resides in the Premises and their lawful and invited visitors and guests, or the owner of the Premises, and/or those specified starting at 15:00 hours on 22 May 2026 and ending at 16.00 hours on 4 June 2026 – subject to the following exceptions:**

1. **Any member of the Police and Emergency Services whilst on duty and responding to a call for assistance, emergency or suspected criminal activity;**
2. **Royal Mail services and / or mailing and delivery services.**
3. **Employees or the nominated and duly appointed agents the London Borough of Southwark in respect of security, maintenance and repair of the Premises or duties related directly to the operation and administration of this Notice;**
4. **Mr Raju and/or his authorised agents or servants for the sole purpose of showing the premises to new prospective tenants, licensees or purchasers.**
5. **A person falling within paragraph 4 above who is being shown the premises by Mr Raju, his authorised agents or servants.**

**NO person is to enter the premises other than the Police, or the persons specified above. All other entry is PROHIBITED.**

An application for an order will be made under section 80 of the Anti-Social Behaviour, Crime and Policing Act 2014 for the closure of the Premises specified above, to **Croydon Magistrates' Court, Barclay Road, CR9 3NG at 10am on 4 June 2026** when evidence for the issue of a Closure Order will be considered.

***(On this date, should the court adjourn the hearing for the application of the Closure Order, the details of the court, date and time of the hearing shall be shown at the bottom of this notice.)***

An order under section 80 of the Anti-Social Behaviour, Crime and Policing Act 2014 would have the effect of closing the Premises to all persons for such period (not exceeding three months) as the court may decide and would make it an offence for any person to remain on or enter the Premises.

**Failure to comply with this notice amounts to an offence under section 86 of the Anti-social Behaviour, Crime and Policing Act 2014 punishable by a maximum of three months' imprisonment and/or a fine of up to £5000.**

Advice relating to this notice and housing and legal matters generally can be obtained from any form of advice at from the Citizens' Advice Bureau: **0800 144 8848.**

☐ With this notice is a list of additional local service providers who may be able to assist with further advice. (Check if applicable).

***The hearing for the Closure Order has now been adjourned to Croydon Magistrates' Court at 10am on 4 June 2026 by Order of the Court.***

**ANTI-SOCIAL BEHAVIOUR, CRIME & POLICING ACT 2014**

**SECTION 76**

**CLOSURE NOTICE**

Re: **Quickstop, 285 Southwark Park Road, London, SE16 3TP**

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and that the notice is necessary to prevent the nuisance or disorder from continuing, recurring or occurring,

and the **Metropolitan Police Service** being the local police for the area in which the Premises are situated having been consulted,

and reasonable steps having been taken to inform people who live on the Premises (whether habitually or not) and any person who has control of or responsibility for the Premises or has an interest in them, that the notice is going to be issued,

I, **Doreen Forrester-Brown**, Assistant Chief Executive, Governance and Assurance, for and on behalf of, the London Borough of Southwark, hereby authorise the issue of this **Closure Notice** under section 76(1) of the Anti-social Behaviour, Crime and Policing Act 2014 in respect of the Premises specified above.

[redacted]

Dated 22 May 2026

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1. **Any member of the Police and Emergency Services whilst on duty and responding to a call for assistance, emergency or suspected criminal activity;**
2. **Royal Mail services and / or mailing and delivery services.**
3. **Employees or the nominated and duly appointed agents the London Borough of Southwark in respect of security, maintenance and repair of the Premises or duties related directly to the operation and administration of this Notice;**
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Advice relating to this notice and housing and legal matters generally can be obtained from any firm of solicitors or from the Citizens' Advice Bureau ***0800 144 8848***.

☐With this notice is a list of additional local service providers who may be able to assist with further advice. (Check if applicable).

***The hearing for the Closure Order has now been adjourned to Croydon Magistrates' Court*** at **10am on 4 June 2026 by Order of the Court.**

**IN THE MAGISTRATES' COURT AT CROYDON** **Case No. 2600281365**

**B E T W E E N:**

**LONDON BOROUGH OF SOUTHWARK** **Applicant**

**- and -**

**QUICKSTOP** **Respondent**

**NOTICE IN RELATION TO THE [redacted]**

2. The Respondent is a business operating as 'Quickstop' from 285 Southwark Park Road, London SE16 3TP **("Quickstop").**

3. Pursuant to section 80 of the Anti-social Behaviour, Crime and Policing Act 2014 **("the 2014 Act")**, the Applicant is applying for a Closure Order in relation to persons with an interest in Quickstop.

4. Ahmed Raju is the landlord of Quickstop and a person with control of or responsibility for the premises for the purposes of the 2014 Act.

5.

the Applicant following disclosure of Mr Raju's

6.

## II. SUBMISSIONS

***Closure order: civil application***

7.

**("the 2003 Act")**.

8. In the context of a civil application, section 11 of the Civil Evidence Act 1968 **("the 1968 Act")** is applicable (emphasis added):

***11 Convictions as evidence in civil proceedings.***

*(1)* ***In any civil proceedings the fact that a person has been convicted of an offence by or before any court in the United Kingdom or of a service offence (anywhere) shall (subject to subsection (3) below) be admissible in evidence for the purpose of proving, where to do so is relevant to any issue in those proceedings, that he committed that offence, whether he was so convicted upon a plea of guilty or otherwise*** *and whether or not he is a party to the civil proceedings; but no conviction other than a subsisting one shall be admissible in evidence by virtue of this section.*

*[…]*

*(3) Nothing in this section shall prejudice the operation of section 13 of this Act or any other enactment whereby a conviction or a finding of fact in any criminal proceedings is for the purposes of any other proceedings made conclusive evidence of any fact.*

*[…]*

9. At the 21 May 2026 hearing, Mr Raju submitted that he had no knowledge of, and was not complicit in, the supply of illicit tobacco and vapes by the (at least) two previous tenants of Quickstop, namely [redacted] Mr Raju accepts the conduct of both tenants.

10.

11.

***Criminal framework***

12. Without prejudice to the above; even if the Court is guided by the criminal statutory framework, the Applicant avers that Mr Raju's credibility is an important matter in issue for the purposes of section 101(1)(d) of the 2003 Act.

13. [redacted]

14.

## III. CONCLUSION

15.

27 May 2026

---

HM Courts & Tribunals Service

Name of court
Croydon Magistrates Court

Claim number
2600281365

N215

# Certificate of service

Name of claimant (including any reference)
London Borough of Southwark

Name of defendant (including any reference)
Persons with an interest in the Premises
285 Southwark Park Road

**1.** On what day did you serve?

| Day | | Month | | Year | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | 0 | 5 | 2 | 0 | 2 | 6 |

**2.** The date of service is

| Day | | Month | | Year | | | |
|---|---|---|---|---|---|---|---|
| 2 | 2 | 0 | 5 | 2 | 0 | 2 | 6 |

**Note 2:** See page 5 for calculating the deemed date of service.

**3.** What documents did you serve?

Extended Closure Notice

**Note 3:** Attach copies of the documents you have not already filed with the court.

**4.** On whom did you serve?

Quickstop, 285 Southwark Park Road, London, SE16 3TP and Thanbir Raju

**Note 4:** If appropriate include their position, such as partner or director.


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**5.** How did you serve the documents? (tick the appropriate box)

- [ ] by first class post or other service which provides for delivery on the next business day
- [x] by delivering to or leaving at a permitted place
- [ ] by personally handing it to or leaving it with

Name of person

Time left, where document is other than a claim form

14.50pm

- [x] by other means permitted by the court (please specify)

In accordance with S.79 of the 2014 Act at the Premises

- [ ] by Document Exchange
- [ ] by fax machine

**Fax machine:** you may want to enclose a copy of the transmission sheet.

Time sent, where document is other than a claim form

- [x] by other electronic means (please specify)

In accordance with S.79 of the 2014 Act at the Premises

Time send, where document is other than a claim form

12.59pm

**6.** Give the address where service effected, include fax or DX number, e-mail address or other electronic identification.

First line of address

285 Southwark Park Road

Second line of address

Town or city

London

County (optional)

Postcode

| S | E | 1 | 6 | 3 | T | P |
|---|---|---|---|---|---|---|

DX number

Fax number

Email address

r

Other electronic identification

Being the

- [ ] claimant's
- [x] defendant's
- [ ] solicitor's
- [ ] litigation friend

Location

- [ ] usual residence
- [ ] last known residence
- [x] place of business
- [ ] principal place of business
- [ ] last known place of business
- [ ] last known principal place of business
- [ ] principal office of the partnership
- [ ] principal office of the corporation
- [ ] principal office of the company
- [ ] place of business of the partnership/company/corporation within the jurisdiction with a connection to claim
- [x] other (please specify)

in accordance with S.79, 2014 Act

## Statement of truth

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☑ **I believe** that the facts stated in this section and any continuation sheets are true.

**Signature**

[redacted]

☐ Claimant

☐ Defendant

☐ Litigation friend
(where judgment creditor is a child or a protected party)

☐ Claimant's legal representative (as defined by CPR 2.3(1))

☐ Defendant's legal representative (as defined by CPR 2.3(1))

**Date**

| Day | Month | Year |
|---|---|---|
| 29 | 05 | 2026 |

Full name

Georgie Tear

Name of legal representative's firm

Legal Services, LB Southwark

If signing on behalf of firm or company give position or office held

Trading Standards Officer

Rules relating to the service of documents are contained in Part 6 of the Civil Procedure Rules (www.justice.gov.uk) and you should refer to the rules for information.

**Calculation of deemed day of service of a claim**

A claim form served within the UK in accordance with Part 6 of the Civil Procedure rules is deemed to be served on the second business day after the claimant has completed the steps required by CPR 7.5(1).

**Calculation of the deemed day of service of documents other than the claim form (CPR 6.26)**

| Method of service | Deemed day of service |
|---|---|
| First class post or other service which provides for delivery on the next business day | The second day after it was posted, left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day. |
| Document exchange | The second day after it was left with, delivered to or collected by the relevant service provider provided that day is a business day; or if not, the next business day after that day. |
| Delivering the document to or leaving it at a permitted address | If it is delivered to or left at the permitted address on a business day before 4.30pm, on that day; or in any other case, on the next business day after that day. |
| Fax | If the transmission of the fax is completed on a business day before 4.30pm, on that day; or in any other case, on the next business day after the day on which it was transmitted. |
| Other electronic method | If the email or other electronic transmission is sent on a business day before 4.30pm, on that day; or in any other case, on the next business day after the day on which it was sent. |
| Personal service | If the document is served personally before 4.30pm on a business day, it is served on that day; or in any other case, on the next business day after that day. |

In this context 'business day' means any day except Saturday, Sunday or a bank holiday; (under the Banking and Financial Dealings Act 1971 in the part of the UK where service is to take place) includes Good Friday and Christmas Day.

**IN THE MAGISTRATES COURT**
**AT CROYDON**

**IN THE MATTER OF THE ANTI SOCIAL BEHAVIOUR, CRIME AND POLCING ACT 2014 – Part 4 Chapter 3 – 'Quickstop', 285 Southwark Park Road, SE16 3TP ('the Premises')**

**London Borough of Southwark**

**Applicant**

**Persons with an interest in the Premises**

**Respondents**

**HEARSAY NOTICE SERVED PURSUANT TO s 2 CIVIL EVIDENCE ACT 1995 AND TO PARAGRAPH 3 MAGISTRATES' COURT (HEARSAY EVIDENCE IN CIVIL PROCEEDINGS) RULES 1999**

1. TAKE NOTICE that this Hearsay Notice is served in relation to proceedings before the Croydon Magistrates Court brought against you by the Applicant under Part 4 Chapter 3 of The Anti-Social Behaviour, Crime and Policing Act 2014. These proceedings are next listed for hearing on 2nd September 2026 at 10am.

2. It is the intention of the Applicant to adduce at the hearing of this application for an extension to the Closure Order certain hearsay evidence.

3. Such hearsay evidence is as follows as the applicant believes it is disproportionate in the context of this case to call these witnesses to give oral evidence and to do so would not be an efficient use of police and publicly funded resources.

   Officer and Witness Statement of:

   a) PC Lynch
   b) Paul Gander

4. You have 7 days from the date of service on you of this Notice to make application to the Clerk of the Magistrates Court at Croydon for leave to call the aforementioned witnesses mentioned in paragraph 4 and 5 above for the purposes of cross-examination.

   The Applicant Authority seeks to rely on the said evidence. This evidence is produced under the authority of *Clingham v Kensington & Chelsea London Borough Council : R v Manchester Crown Court, ex parte McCann & Others (2002) UKHL 39*

   Dated 28th August 2026

[redacted]

…….

Andrew Wilson, Lawyer, London Borough of Southwark
andrew.wilson@southwark.gov.uk

# REPRESENTATION BY TRADING STANDARDS

## Review of Premises Licence

**Premises:** Quickstop, 285 Southwark Park Road, London, SE16 3TP
**Licensing Authority:** L.B. Southwark
**Premises Licence Holder:** Thanbir Ahmed Raju
**Premises Licence:** 879840
**Responsible Authority:** Trading Standards

## 1. Introduction

1. Trading Standards is a Responsible Authority for the purposes of the Licensing Act 2003.

2. Trading Standards makes this representation in respect of the premises licence for Quickstop, 285 Southwark Park Road, London, SE16 3TP.

3. This representation concerns the licensing objective of the prevention of crime and disorder.

4. The representation follows the making of a Closure Order in respect of the premises under the Anti-social Behaviour, Crime and Policing Act 2014 and the subsequent extension of that Closure Order.

## 2. Closure Order and Automatic Review

5. On 4 June 2026, the Council made an application to Croydon Magistrates' Court for a Closure Order under the Anti-social Behaviour, Crime and Policing Act 2014.

6. The application concerned the premises at 285 Southwark Park Road, London, SE16 3TP, trading as Quickstop, and arose from criminal activity associated with the supply of illegal tobacco products from the premises.

7. The Closure Order was granted by the Court.

8. Following a further application, on 2 September 2026 the Court granted an extension to the Closure Order.

9. Section 80(9) of the Anti-social Behaviour, Crime and Policing Act 2014 provides that, where a court makes a Closure Order in relation to premises in respect of which a premises licence is in force, the court must notify the relevant licensing authority.

10. Such notification has resulted in an automatic review of the premises licence pursuant to section 51 of the Licensing Act 2003, by virtue of section 167 of that Act.

11. Trading Standards therefore makes this representation to the Licensing Authority in relation to the licensing objective of the prevention of crime and disorder.

# 3. Background and Enforcement History

## Inspection on 27 October 2025

12. On 27 October 2025, Trading Standards officers conducted an inspection at the premises. During the inspection, six oversized single-use vapes were seized. The products were not displayed for sale but were located behind the counter area. The member of staff present surrendered the products to Trading Standards. On the same date, a business rates check was conducted. The business rates account remained in the name of the previous occupier, Smaller & Reggie Ltd, a company which had been dissolved in 2021.

## Test purchase on 28 October 2025

13. On 28 October 2025, a test purchase was conducted at the premises. The test purchaser was sold a packet of Marlboro cigarettes for £9. The cigarettes were non-compliant with the relevant tobacco legislation.

## Inspection on 28 November 2025

14. On 28 November 2025, Trading Standards conducted a further inspection. Upon officers entering the premises, a male ran from the shop floor/store-room area towards the rear of the premises carrying two large holdalls. The male was apprehended and the holdalls were found to contain illicit tobacco products. During the inspection, officers seized:

- 189 packets of 20 cigarettes;

- 42 x 50g pouches of hand-rolling tobacco;
- 11 tubs of nicotine pouches; and
- 79 vaping devices.
  The seized products were non-compliant with the relevant tobacco legislation.

### Test purchase on 12 December 2025

15. On 12 December 2025, a further test purchase was conducted. The test purchaser was sold a carton of Marlboro cigarettes for £80. The cigarettes were non-compliant with the relevant tobacco legislation.

### Public complaint 15 December 2025

16. On 15 December 2025, Trading Standards received a complaint from a member of the public alleging that Quickstop, 285 Southwark Park Road, London, SE16 3TP, was selling illegal cigarettes to customers.

### Test purchase on 2 February 2026

17. On 2 February 2026, a further test purchase was conducted. The test purchaser was sold a carton of Sterling cigarettes for £60. The cigarettes were non-compliant with the relevant tobacco legislation.

### Inspection on 6 February 2026

18. On 6 February 2026, Trading Standards conducted a further inspection of the premises. During the inspection, officers seized:
- one packet of illicit hand-rolling tobacco; and
- 19 empty cartons of illicit “Top Gun” cigarettes.
  The products and packaging were non-compliant with the relevant tobacco legislation.

## 4. Information Concerning Occupation and Operation of the Premises

19. On 12 February 2026, the freeholder of the premises was contacted in writing and informed of the criminal activity being conducted at the premises.

20. On 25 February 2026, the freeholder responded and confirmed that the tenant of the property was Mr Thanbir Ahmed Raju.

21. On 11 March 2026, Mr Raju was written to and informed of the criminal activity identified at the premises. He was also asked to provide details of the person operating the business from the premises.

22. On the same date, 11 March 2026, business rates records confirmed that the account was held in the name Quickstop11 Limited. The records indicated that occupation of the premises by Quickstop11 Limited had been backdated to 23 September 2025.

23. Companies House records identified Quickstop11 Limited, company number 17039553, as having its registered office at 285 Southwark Park Road, London, SE16 3TP, with recorded as director. Records showed that the company was incorporated on 17 February 2026.

## Test purchase on 13 March 2026

24. On 13 March 2026, a further test purchase was conducted at the premises. The test purchaser was sold a packet of 20 Benson & Hedges Gold cigarettes for £6. The cigarettes were non-compliant with the relevant tobacco legislation.

25. On 25 March 2026, Trading Standards received an email from Mr Raju enclosing a lease relating to the premises. The lease identified Mr as the tenant. Mr Raju also stated that Mr had been the tenant since 27 October 2025. The lease provided was undated and unsigned.

26. On 27 March 2026, the investigating officer wrote to Mr and Mr , the director of Quickstop11 Limited, inviting them to attend an interview under caution in relation to offences arising from the supply of illegal tobacco products.

27. On 22 April 2026, the investigating officer wrote to Mr Raju informing him of the criminal activity identified at the premises and of the potential for money-laundering offences arising from payments, including rental payments, received from the business operating from the premises.

### Test purchase on 23 April 2026

28. On 23 April 2026, a further test purchase was conducted. The test purchaser was sold a sleeve of 20 Platinum Seven cigarettes for £60. The cigarettes were non-compliant with the relevant tobacco legislation.

29. On 6 May 2026, the investigating officer emailed Mr Raju requesting confirmation that he had received the letter dated 22 April 2026.

30. On 7 May 2026, Mr Raju responded stating that the old tenant was vacating the premises and that he had a new tenant. He did not provide details of the new tenant.

31. On 8 May 2026, the investigating officer emailed Mr Raju requesting details of the new tenant. No response was received.

## 5. Inspection and Further Test Purchase on 15 May 2026

32. On 15 May 2026, Trading Standards conducted a further inspection at the premises. Upon entering, officers observed a female waiting at an empty counter with £40 in cash. A police officer asked the female what she was buying. She did not answer, turned her back and left the shop quickly. Approximately two minutes later, a male entered the counter area from the rear room. The male was the same individual who had been present during the inspection on 6 February 2026. No illegal tobacco was found at the premises during this inspection, other than an empty packet of illegal cigarettes located in the store room.

33. Following the visit, on 15 May 2026, the investigating officer received an email from Mr director of Quickstop11 Limited. Mr stated that he had taken over the business at the premises at the beginning of March 2026 and that he was not aware of any illegal activity being conducted from the premises.

### Test purchase in May 2026

34. Following the inspection on 15 May 2026, a further test purchase was conducted at the premises. The test purchaser was sold illegal tobacco products. The cigarettes were non-compliant with the relevant tobacco legislation.

# 6. Summary of Enforcement Concerns

35. The enforcement history demonstrates repeated instances of the sale and/or possession of tobacco and related products which were non-compliant with the relevant legislation. In particular, Trading Standards identified the following pattern:
    - non-compliant tobacco products being sold during repeated test purchases;
    - substantial quantities of illicit tobacco and other non-compliant products being discovered during inspections;
    - the continued sale of non-compliant tobacco products despite previous enforcement activity;
    - uncertainty concerning the identity of the person or persons operating the business at various stages;
    - changes or discrepancies concerning the occupation and operation of the premises; and
    - continued enforcement concerns notwithstanding communications to persons connected with the premises.

36. The repeated test purchases are particularly significant because they demonstrate that the supply of non-compliant tobacco was not confined to a single isolated incident.

# 7. Conclusion

37. The premises licence was granted in March 2023 and authorised the sale of alcohol for consumption off the premises. The licence therefore placed clear responsibilities upon the Premises Licence Holder in relation to the promotion of the licensing objectives, including the prevention of crime and disorder.

38. At all material times during the period in which criminal activity was being conducted from the premises, Mr Raju was both the Premises Licence Holder and the Designated Premises Supervisor. Those responsibilities rested with him irrespective of whether he was personally involved in the day-to-day operation of the businesses being conducted from the premises.

39. It is accepted that Mr Raju was not personally involved in the businesses supplying the illegal tobacco. It is also accepted that there were no sales of alcohol during the period of criminal activity. Those matters are not determinative. The issue for the Sub-Committee is not whether Mr Raju personally sold illegal tobacco, but whether, as Premises Licence Holder and Designated Premises Supervisor, he took appropriate and effective steps to

ensure that the premises were not being used for criminal activity, once that activity came to his attention.

40. Mr Raju was first notified in writing of the criminal activity at the premises on 11 March 2026. A test purchase of illegal tobacco took place on 13 March 2026. It is accepted that Mr Raju may not have received the written notification before that test purchase. However, that cannot explain what subsequently occurred. Following Mr Raju's contact with the authorities on 25 March 2026, there were two further incidents involving the supply of illegal tobacco, on 23 April 2026 and in May 2026. Most significantly, one of those incidents occurred after the individual described as the new tenant had commenced operating from the premises.

41. From the point at which Mr Raju was put on notice of the criminal activity, there could be no reasonable doubt as to the nature of the risk facing the premises. He was aware that illegal tobacco was being supplied from the premises and was therefore required to take effective steps to prevent the premises from continuing to be used for unlawful purposes. This was not merely a matter of his responsibilities as landlord. He was the Premises Licence Holder and Designated Premises Supervisor, and the promotion of the licensing objectives was therefore a matter for which he bore direct responsibility.

42. That responsibility is reinforced by the terms of Mr Raju's agreement with the freeholder, which did not permit him to sublet the premises to other businesses. If, notwithstanding that restriction, another business was permitted to operate from the premises, it was incumbent upon Mr Raju to exercise proper control over the premises and to satisfy himself that their use was lawful and consistent with the licensing objectives. He could not simply distance himself from unlawful activity by asserting that he was not involved in the day-to-day running of the business.

43. The subsequent incidents are particularly important. Mr Raju had been placed on express notice of criminal activity at the premises and had an opportunity to take effective remedial action. Nevertheless, illegal tobacco continued to be supplied from the premises on two further occasions after 25 March 2026. One of those incidents occurred after the purported new tenant had commenced operating from the premises. The continuation of the unlawful activity notwithstanding Mr Raju's prior knowledge demonstrates that the measures taken were not sufficient to prevent the premises from being used for criminal purposes.

44. The Sub-Committee is therefore invited to consider not simply whether Mr Raju was personally involved in the criminal activity, but whether his conduct, after being put on notice of that activity, demonstrated sufficient control, oversight and commitment to the promotion of the licensing objectives. Trading Standards submits that it did not.

45. In the circumstances, Trading Standards submits that the continued criminal activity after Mr Raju had been notified of it is a serious matter. It demonstrates a failure to take effective steps to address a known risk to the prevention of crime and disorder and raises significant concerns regarding the manner in which Mr Raju has discharged his responsibilities as Premises Licence Holder. Trading Standards has consequently lost confidence in Mr Raju's willingness and ability to ensure that the premises are operated in a manner consistent with the licensing objectives.

46. The Sub-Committee is therefore invited to conclude that the circumstances demonstrate a failure by Mr Raju to exercise the level of control and responsibility expected of a Premises Licence Holder and that appropriate action should be taken in respect of the premises licence.

The Licensing Unit
Floor 3
160 Tooley Street
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SE1 2QH

**Metropolitan Police Service**
**Licensing Office**
**Southwark Police Station,**
**323 Borough High Street,**
**LONDON,**
**SE1 1JL**

[redacted]

**Our reference:** Quickreview1

**Date:** **22/09/2026**

Dear Sir/Madam

**Re:-Quick stop 285 Southwark Park Road SE16 3TP**

I write on behalf of the Metropolitan Police Service in support of the application for the review of the Premises Licence for Quick Stop, 285 Southwark Park Road, SE16 3TP.
This review has been submitted under Section 51 of the Licensing Act 2003 following the extension of a Closure Order by Croydon Magistrates' Court on 2 September 2026. The original Closure Order was granted on 4 June 2026 after Southwark Council Trading Standards identified the sale and supply of illegal tobacco, illicit vaping products and non-compliant nicotine products at the premises.

Whilst the premises was not owned by Mr Thanbir Ahmed Raju, it remained under his effective control as both the Premises Licence Holder and Designated Premises Supervisor. It is understood that Mr Raju sub-let the premises to various operators, and Trading Standards identified the sale of illegal tobacco and vaping products on more than one occasion by different operators trading from the premises.

Although there is no evidence that Mr Raju personally sold these products, the criminal activity occurred from premises under his control. Those responsible for licensed premises are expected to ensure effective management and oversight. The repeated discovery of illicit products demonstrates that such controls were either absent or ineffective.

The offences identified were not isolated breaches of legislation but serious criminal activity. The illicit tobacco and vaping trade undermine legitimate businesses, facilitates tax evasion and is frequently associated with wider criminality.

The Metropolitan Police Service also understands that despite holding a Premises Licence authorising the sale of alcohol, the premises was not selling alcohol at the time enforcement action was taken. Instead, the premises had become associated with the sale of illegal tobacco and vaping products. This further undermines

confidence in the management of the business and raises significant concerns regarding the promotion of the prevention of crime and disorder licensing objective. Following the Closure Order, Mr Raju was permitted limited access to the premises, in the presence of Trading Standards officers, to introduce prospective operators. Although appointments were arranged, the prospective operators failed to attend and no suitable independent operator was identified.

As a result, the concerns that led to the Closure Order remain unresolved. The subsequent extension of the Order demonstrates the continuing concerns of both the responsible authorities and the court regarding the future operation of the premises.

There remains no evidence that meaningful changes have been implemented or that a suitable independent operator has been identified. Consequently, the Metropolitan Police Service remains concerned that permitting the premises to recommence trading would present a significant risk of further criminal activity.

The prevention of crime and disorder is a fundamental licensing objective. Given the repeated discovery of illicit products, the Closure Order, its subsequent extension, and the absence of any satisfactory alternative management arrangements, confidence in the management of the premises has been lost.

The Metropolitan Police Service therefore fully supports this review and submits that revocation of the Premises Licence is the most appropriate and proportionate step available to promote the licensing objectives, particularly the prevention of crime and disorder.

Kind Regards

Mark Lynch Pc2245CO Licensing officer

Central Licensing Sector 4

Central South Bcu Southwark-Lambeth Licensing Team

Metropolitan Police Service

[redacted]

# Licensing Memo

**To:** Thanbir Ahmed Raju (Licence Holder)

**From:** Ola Owojori – Licensing Authority as Responsible Authority

**cc:** Andrew Heron (Case Officer)

**Date:** 23 September 2026

**Re:** Licensing Authority Representation – [Quickstop, 285 Southwark Park Road, London SE16 3TP - 890236]

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As a responsible authority, the Licensing Authority has considered the Closure Order made by the Magistrates Court under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and the Licensing Authority as a responsible authority support the review of the premises pursuant of section 167 of the Licensing Act 2003.

The Licensing Authority considers that the circumstances leading to the Closure Order demonstrate significant failings in the management and operation of the premises and the failure to promote the licensing objectives of

- The prevention of crime and disorder;
- Public safety;
- The prevention of public nuisance and
- The protection children from harm.

The licence holder has failed in their responsibility to:

- exercise effective control over activities taking place at the premises;
- act on previous advice and interventions by Responsible Authorities
- operate the premises to restore confidence in the view of Responsible Authorities.

The Licensing Authority notes that a Closure Order is one of the most severe enforcement tools available and should be regarded as a strong indicator that the premises is associated with serious problems requiring urgent intervention.

The Magistrates Court is satisfied that it is necessary for the period of the Order to be extended to prevent the occurrence, recurrence or continuance of:

a) serious and significant disorder, disorderly, offensive or criminal behaviour on the premises,
b) serious nuisance to members of the public resulting from the use of the premises, or

c) disorder near the premises associated with the use of the premises.

Having regard to the evidence presented in support of the review and the fact that the premises has been subject to a Closure Order, the Licensing Authority considers that it is appropriate and proportionate for the Licensing Sub-Committee to take steps under section 52 of the Licensing Act 2003.

The Licensing Authority invites Members to give serious consideration to the full range of powers available, including:

- Modification of existing conditions;
- Exclusion of licensable activities from the scope of the licence;
- Removal of the Designated Premises Supervisor;
- Suspension of the premises licence for a period not exceeding three months; or
- Revocation of the premises licence.

The Licensing Authority supports the review application as the evidence leading to the Closure Order demonstrates serious concerns regarding the operation and management of the premises. It also raises significant questions as to whether the premises can continue to operate in a manner to promote the licensing objectives.

# 285 SOUTHWARK PARK ROAD LONDON SE16 3TP

**APPENDIX D**




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