

IN THE HIGH COURT OF JUSTICE
 BUSINESS AND PROPERTY COURTS IN LEEDS
 PROPERTY TRUSTS AND PROBATE LIST (ChD)

BETWEEN: -

- (1) MOTOR FUEL LIMITED
- (2) PEREGRINE RETAIL LIMITED

Claimants

-And-

(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS

(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

HEARING OF THE APPLICATION FOR AN INTERIM INJUNCTION – 23 FEBRUARY 2024
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Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

Name of court High Court of Justice Business and Property Courts in Leeds Property, Trusts and Probate List (ChD)		 <p>Claim no.</p>
Fee account no. (if applicable)	Help with Fees Ref. no. (if applicable)	
		HWF - PT-2024-LDS-000022
Warrant no. (if applicable)		
Claimant's name (including ref.) (1) Motor Fuel Limited (Company Registration Number 05206547) (2) Peregrine Retail Limited (Company Registration Number 03327423) C1: AF02/CM80/TR30/MO0147.07467		
Defendant's name (including ref.) (1) Persons Unknown who for residential purposes (temporary or otherwise) enter, occupy, or set up encampment on the site of Thirsk Services, York Road, Thirsk, YO7 3AA, as shown for identification edged red on the attached plan, without the consent of the Claimants. (2) Persons Unknown who enter the site of Thirsk Services, York Road, Thirsk, YO7 3AA, as shown for identification edged red on the attached plan, with the intention of syphoning fuel from the Claimants' filling pumps and/or a vehicle or receptacle that does not belong to that individual and without the consent of the owner of that vehicle or receptacle.		
Date	12 February 2024	

1. What is your name or, if you are a legal representative, the name of your firm?

Pinsent Masons LLP

2. Are you a Claimant Defendant Legal Representative

Other (please specify)

If you are a legal representative whom do you represent?

Claimants - Pinsent Masons LLP

3. What order are you asking the court to make and why?

Orders under CPR 6.15 and 6.27 that the Claimants' (i) application for an interim injunction, and (ii) claim for an **interim** injunction can be served by alternative methods of service, as more particularly described in the draft orders annexed hereto.

4. Have you attached a draft of the order you are applying for?

Yes

No

0. How do you want to have this application dealt with?

at a hearing

without a hearing

at a telephone hearing

0. How long do you think the hearing will last?

Hours

45 Minutes

Is this time estimate agreed by all parties?

Yes

No

1. Give details of any fixed trial date or period

The Claimants request that this application be heard, if possible, in the Applications Court on []. The First Claimant will liaise with the Applications Court to attempt to secure a listing on that date.

0. What level of Judge does your hearing need?

Judge

1. Who should be served with this application?

N/A
N/A

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

5. What information will you be relying on, in support of your application?

the attached witness statement

the statement of case

the evidence set out in the box below

If necessary, please continue on a separate sheet.

N244

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

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Name of court High Court of Justice Business and Property Courts in Leeds Property, Trusts, and Probate List (ChD)		Claim no. 12 Feb 2024	
Fee account no. (if applicable)	Help with Fees – Ref. no. (if applicable)		
	HWF -	PT-2024-LDS-000022	
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Date	12 February 2024		



1. What is your name or, if you are a legal representative, the name of your firm?

Pinsent Masons LLP

2. Are you a Claimant Defendant Legal Representative

Other (please specify)

If you are a legal representative whom do you represent?

Claimants - Pinsent Masons LLP

3. What order are you asking the court to make and why?

An order in the terms of the attached draft order because the Defendants have previously trespassed on and committed unlawful acts on parts of or all the Land (as defined in the Order) and there is a substantial risk that those Defendants (whose identity is currently unknown and is likely to remain unknown) will trespass upon and/or commit unlawful acts upon parts of or all of the Land.

4. Have you attached a draft of the order you are applying for?

X Yes

No

5. How do you want to have this application dealt with?

X_ at a hearing

without a hearing

at a telephone hearing

6. How long do you think the hearing will last?

Hours

Minutes

Is this time estimate agreed by all parties?

Yes

No

7. Give details of any fixed trial date or period

The Claimants request that this application be listed to be heard at the hearing of the Claimants' claim for an order for an interim injunction under CPR Part 25, which has also been issued at Court today.

8. What level of Judge does your hearing need?

Judge

9. Who should be served with this application?

Defendants

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

Per the order of the Court on the Claimants' application for alternative service of even date.

10. What information will you be relying on, in support of your application?

X the attached witness statements


X the statement of case

the evidence set out in the box below

If necessary, please continue on a separate sheet.

Statement of Truth

The applicant believes that the facts stated in this section (and any continuation sheets) are true.


Signed  _____ Dated 12 February 2024

Full name ALICIA FOO

Name of applicant's legal representative's firm PINSENT MASONS LLP

Position or office held: Partner
(if signing on behalf of firm or company)

11. Signature and address details

Signed  _____ Dated 12 February 2024

Applicants' legal representatives

Position or office held Partner
(if signing on behalf of firm or company)

Applicant's address to which documents about this application should be sent

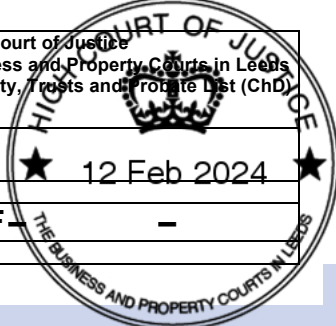
Pinsent Masons LLP 55 Colmore Row Birmingham Postcode <table border="1"><tr><td>B</td><td>3</td><td></td><td></td><td>2</td><td>F</td><td>G</td><td></td></tr></table>	B	3			2	F	G		If applicable	
	B	3			2	F	G			
	Phone no.	0113 368 6523; 0121 260 4024								
	Fax no.									
	DX no.									
Ref no.	AF02/CM80/TR30/MO0147.07467									

E-mail address connor.merrifield@pinsentmasons.com; alicia.foo@pinsentmasons.com;



Claim Form

In the	High Court of Justice Business and Property Courts in Leeds Property, Trusts and Probate List (ChD)
Fee Account no.	
Help with Fees - Ref no. (if applicable)	H W F - -



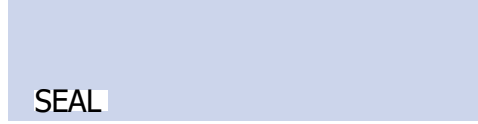
You may be able to issue your claim online which may save time and money. Go to www.moneyclaim.gov.uk to find out more.

Claim no.	For court use only PT-2024-LDS-000022
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Issue date	
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Claimant(s) name(s) and address(es) including postcode

- (1) Motor Fuel Limited (Company Number 05206547) of 10 Bricket Road, St Albans, Hertfordshire, United Kingdom, AL1 3JX
- (2) Peregrine Retail Limited (Company Number 03327423) of 10 Bricket Road, St Albans, Hertfordshire, United Kingdom, AL1 3JX



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- (1) Persons Unknown who for residential purposes (temporary or otherwise) enter, occupy, or set up encampment on the site of Thirsk Services, York Road, Thirsk, YO7 3AA, as shown for identification edged red on the attached plan, without the consent of the Claimants.
- (2) Persons Unknown who enter the site of Thirsk Services, York Road, Thirsk, YO7 3AA, as shown for identification edged red on the attached plan, with the intention of syphoning fuel from the Claimants' filling pumps and/or a vehicle or receptacle that does not belong to that individual and without the consent of the owner of that vehicle or receptacle.

Brief Details of the Claim

The Claimants claim an order that the Defendants shall not without prior written consent enter or remain upon specified land for the purposes of (in summary only): (i) parking, with residential intent (temporary or otherwise), caravans or motorhomes on the Claimants' land; and/or (ii) intentionally committing unlawful acts – please see Particulars of Claim for further detail and particulars.

It is possible that the Defendants may claim that the claim includes issues under the Human Rights Act 1998, but this is not currently known.

Defendant's name and address for service including postcode

As above.
Per the order of the Court in the Claimant's application for alternative service, which has been filed at Court on the date of this Claim.

N/A

	£
Amount claimed	
Court fee	
Legal representative's costs	
Total amount	£569.00

For further details of the courts www.gov.uk/find-court-tribunal.
When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Claim no.

You must indicate your preferred Court Hearing Centre for hearings here (see notes for guidance)

Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

No

Does, or will, your claim include any issues under the Human Rights Act 1998?

Yes

No

It is possible that the Defendants may claim that the claim includes issues under the Human Rights Act 1998, but this is not currently known.

Particulars of Claim attached.

Statement of truth

Note: you are reminded that a copy of this claim form must be served on all other parties.

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 claim form and any attached sheets are true.

The claimant believes that the facts stated in this claim form and any attached sheets are true. **I am authorised** by the claimant to sign this statement.

Signature



Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day

Month

Year

12

February

2024

Full name

Alicia Foo

Name of Claimant's legal representative's firm

Pinsent Masons LLP

If signing on behalf of firm or company give position or office held

Partner

Claimant's or claimant's legal representative's address to which documents should be sent.

FAO Alicia Foo
Pinsent Masons LLP
55 Colmore Row
Birmingham
B3 2FG

If applicable

Phone number: 01212 604024

Your Ref: AF02/CM80/TR30/MO0147.07467

Email: alicia.foo@pinsentmasons.com /
connor.merrifield@pinsentmaosns.com

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<https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY TRUSTS AND PROBATE LIST (CHD)

CLAIM NO:



PT-2024-LDS-000022

BETWEEN:-

- (1) MOTOR FUEL LIMITED
- (2) PEREGRINE RETAIL LIMITED

Claimants

-and-

- (1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS
- (2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

PARTICULARS OF CLAIM

I. INTRODUCTION

1. The Claimants are part of a group of companies known as the "MFG Group". The MFG Group is the UK's largest independent forecourt operator with around 900 service station sites offering customers motor fuel services, valeting, retailing, 'food to go' and other services, including HGV parking and other facilities.
2. The First Claimant is a company registered at Companies House with company number 05206547. It is the freehold proprietor of the land subject to this claim.

3. The Second Claimant is a company registered at Companies House with company number 03327423. It is a subsidiary of the First Claimant and is in charge of the day-to-day operations at the land subject to this claim.
4. The Defendants are unknown individuals who have repeatedly trespassed on the First Claimant's land over a number of months, in particular by: (a) attempting to station their caravans or other vehicles there for residential purposes; or, (b) entering the First Claimant's land for the purpose of syphoning fuel from vehicles belonging to other persons and/or from the Claimants' filling pumps. The Claimants have been unable to identify the names or addresses of any of these individuals.

II. LAND TO WHICH CLAIM RELATES

5. This claim covers all of the land known as Thirsk Services, York Road, Thirsk, YO7 3AA (save for those areas leased to third parties) and shown for identification edged red on the plan attached to the Claim Form (the "Land"). The Land is used as a highway service station comprising services such as a petrol filling station, EV charging station, valeting, HGV parking and food shopping (Budgens and Greggs).
6. The registered freehold proprietor of the Land is the First Claimant under Title Numbers NYK419750, NYK371348, NYK264413 and NYK316141. Those areas of Title Number NYK264413 leased to third parties are not included within the Land.

III. ACTIONS OF DEFENDANTS

7. The Land has been the subject of recurrent trespasses since at least 12 March 2023. In particular:
 - (1) On 12 March 2023, 3 unauthorised caravans were removed from the Land by the Claimants' bailiffs.

- (2) On 14 April 2023, 7 unauthorised caravans were removed from the Land by the Claimants' bailiffs.
- (3) On 27 May 2023, 2 unauthorised motorhomes entered the Land but then left after being informed that the police would be called.
- (4) On 2 June 2023, 5 unauthorised caravans were removed from the land by the Claimants' security team.
- (5) On 4 June 2023, 4 unauthorised caravans were prevented from pitching on the Land by the Claimants' security team.
- (6) On 12 June 2023, 2 unauthorised caravans were removed from the Land with police in attendance.
- (7) On 21 June 2023, 3 unauthorised caravans and 2 unauthorised motorhomes were prevented from pitching on the Land by the Claimants' security team.
- (8) On 23 June 2023, 4 unauthorised caravans were prevented from pitching up on the Land by the Claimants' security team.
- (9) On 24 June 2023, 2 unauthorised caravans were removed from the Land by the Claimants' security team.
- (10) On 6 July 2023, 2 unauthorised caravans were removed from the Land by the Claimant's bailiffs.
- (11) On 13 July 2023, 2 individuals holding a large fuel container were removed from the Land by the Claimants' security team.
- (12) On 15 July 2023, 2 individuals with a fuel drum and tubing were chased off the Land by the Claimants' security team.
- (13) On 18 July 2023, 2 individuals with syphoning equipment were removed from the Land.

- (14) On 26 July 2023, 4 individuals were chased through the Land by police and dropped a fuel canister.
- (15) On 30 July 2023, 2 unauthorised caravans attempted to pitch on the Land but were moved on by the Claimants' security team.
- (16) On 4 August 2023, a group of travellers attempted to pitch on the Land but left after discussions with one of the Claimants' employees.
- (17) On 6 August 2023, a group of travellers were prevented from pitching on the Land by the Claimants' security team.
- (18) On 10 August 2023, 4 unauthorised caravans and transit vans were prevented from pitching on the Land by the Claimants' security team.
- (19) On 13 August 2023, a group of travellers were removed from the Land after attempting to pitch on it.
- (20) On 20 August 2023, 3 unauthorised caravans were prevented from pitching on the Land by the Claimants' security team.
- (21) On 24 August 2023, 4 unauthorised caravans were prevented from pitching on the Land by the Claimants' security team.
- (22) On 27 August 2023, 2 unauthorised caravans were removed from the Land.
- (23) On 7 September 2023, 2 individuals attempted to steal fuel from an HGV on the Land and made off leaving rubber hosing behind.
- (24) On 10 September 2023, 3 individuals entered the Land with syphoning equipment. They left after being challenged by the Claimants' security team.
- (25) On 14 September 2023, 4 unauthorised caravans pitched on the Land. They were removed by the Claimants' bailiffs. On the same day, 3 other

unauthorised caravans were stopped from pitching on the Land by the Claimants' security team.

- (26) On 21 September 2023, a number of individuals entered the Land with fuel syphoning equipment. They left the Land after being challenged by the Claimants' security team.
- (27) On 24 September 2023, 2 unauthorised caravans entered the Land but were escorted off by the Claimants' security team.
- (28) On 8 October 2023, 2 unauthorised caravans that had entered the Land left following negotiations with the Claimants' security team.
- (29) On 27 November 2023, 2 unauthorised caravans/motorhomes pitched on the Land.
- (30) On 10 January 2024, 8 males in 2 unauthorised vans, 2 caravans and a campervan/motorhome pitched on the Land and left the following day after being served notice by the Claimants' security team.
- (31) On 9 February 2024, 3 caravans turned up and parked on the Land and left the following day after being served an eviction notice by the Claimants' security team.

- 8. In all of these incidents, the Defendant entered and remained on the Land without the Claimants' consent.
- 9. These trespasses are causing the Claimants significant financial and reputational losses: to date, the Claimants have expended £343,500.00 in seeking to prevent the trespasses.
- 10. In addition, the trespasses pose serious risk of harm to the trespassers themselves, the Claimants' security guards and others on site.
- 11. By reason of the facts and matters referred to above, there is a substantial risk of further acts of trespass on the Land unless restrained by the Court.

IV. RELIEF

AND THE CLAIMANTS CLAIM:

1. An order that the First Defendants must not, for residential purposes (temporary or otherwise), enter, occupy or set up encampment on, with a caravan or other vehicle, any part of the land known as Thirsk Services, York Road, Thirsk, YO7 3AA, which is shown for illustration purposes edged red on the Plan annexed to the Claim Form, without the consent of the Claimants.
2. An order that the Second Defendants must not enter onto any part of the land known as Thirsk Services, York Road, Thirsk, YO7 3AA, which is shown for illustration purposes edged red on the Plan annexed to the Claim Form, with the intention of syphoning fuel from the Claimant's filling pumps, a vehicle or receptacle (which is located on the Land) that does not belong to that individual and without the consent of the owner of that vehicle or receptacle.
3. Further and/or other relief
4. Costs

YAASER VANDERMAN

Landmark Chambers

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:



Alicia Foo Partner Pinsent Masons LLP

Dated: 12 February 2024



IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY TRUSTS AND PROBATE LIST (CHD)

CLAIM NO:

PT-2024-LDS-000022

BETWEEN:-

(1) **MOTOR FUEL LIMITED**

(2) **PEREGRINE RETAIL LIMITED**

Claimants

-and-

(1) **PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS**

(2) **PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE**

Defendants

NOTICE OF HEARING

UPON considering the papers on the court file

IT IS ORDERED that:

1. The application for alternative service dated 12 February 2024 is listed for a hearing by Microsoft Teams on **15 February 2024** at **11:00am** with a time estimate of 1 hour

This is a remote hearing. You should not attend the court building.

Microsoft Teams hearing arrangements

2. The court will send an email invitation to a Microsoft Teams meeting to each participant to enable them to join the hearing.
3. **Not less than 1 working days before the hearing** each party must send the necessary information for each participant to the court by email as follows:
 - (a) the email shall be sent to bpc.leeds@justice.gov.uk;
 - (b) the subject line of the email must contain the case details in the following order: case number, parties' names, date and time of the hearing (e.g. A00LS123 AAAAAA vBBBBBB 01/01/2022 10am);
 - (c) the email must contain:
 - (i) the name of each participant and their role (e.g. counsel, solicitor, party, witness etc.); **and**
 - (ii) an email address for each participant to which the Microsoft Teams meeting invitation may be sent; **and**
 - (iii) a contingency telephone number for each of the participants.

Participant information must be confirmed before each hearing regardless of whether it has been provided to the court previously.

4. If any participant has not received the meeting invitation by 4pm the day before the hearing they should contact the court office urgently.
5. All participants should join the Microsoft Teams meeting not less than 10 minutes before the hearing start time. The hearing may start late or run over. All participants should ensure that they are available well beyond the time allotted to the hearing to allow for such contingencies.
6. If a party is unable to connect to the Microsoft Teams meeting using the link provided the court will attempt to connect them by telephone using the contingency telephone number.
7. The hearing will be recorded by the court. No participant is permitted to record the proceedings. To do so is a contempt of court.

Documents for the hearing

8. The party responsible for preparing a hearing bundle is the Claimant / Applicant if they are legally represented. If the Claimant / Applicant is not legally represented and the Defendant / Respondent is, the responsibility for preparing the hearing bundle lies with the Defendant / Respondent. If no party is legally represented there is no requirement for any party to prepare a hearing bundle.
9. **The court may vacate the hearing or impose costs sanctions on the responsible party if no bundle is filed or if the bundle does not comply with the requirements of this order.**
10. Unless the court directs otherwise the responsible party shall prepare an **electronic** hearing bundle in accordance with the 'General guidance on electronic court bundles' found here: <https://www.judiciary.uk/announcements/general-guidance-on-electronic-court-bundles/>. **At a minimum** the bundle should include a hyperlinked index, bookmarked sections and printed pagination which matches the digital pdf number for each page.

11. The contents of the bundle should be agreed where possible and it should contain:
 - (a) a case summary
 - (b) a list of issues to be determined at the hearing
 - (c) a draft order
 - (d) only those documents which are essential for the court to determine the issues before it that day.
12. **Not less than 1 working days before the hearing** the responsible party shall deliver the bundle to all other parties.
13. **Not less than 1 working days before the hearing** the responsible party shall deliver* the bundle to the court, with a copy of the draft order in Word format (or equivalent), by email to bpc.leeds@justice.gov.uk. The subject line of the email must contain the case details in the following order: case number, parties' names, date and time of the hearing (e.g. A00LS123 AAAAAA v BBBBBB 01/01/2022 10am).
14. The court has made this order of its own initiative without hearing the parties or giving them an opportunity to make representations. Pursuant to CPR rule 3.3(5) any party affected by the order has the right to apply to have it set aside, varied or stayed. A party making such an application must send or deliver the application to the court (together with any appropriate fee) to arrive within seven days of service of this order.

**Note on electronic filing of bundles*

CE-File: If the hearing bundle is 50MB or less it should be uploaded to CE-File. For bundles larger than 50MB consideration should be given to splitting the bundle if it can be done conveniently. When using CE-File the 'File Description' box should be used to give details of the document uploaded and the hearing date in order to alert staff e.g. "Bundle for hearing on [insert hearing date]".

HMCTS Document Upload Centre: This service enables PDF hearing bundles (only) to be uploaded so that the court may access them. This is an invitation-only service so arrangements must be made with the court to access it well in advance. You will be required to provide an email address to the court office for login purposes. An invitation will be sent to the email address provided and a separate pin, which you will need to gain access to the service and allow you to upload your documents. You may upload single or multiple documents as well as a folder. There is no limit on volume or size and the speed of transfer will be dependent on internet connection upload speeds. For further details and a guide please contact the court staff.

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY TRUSTS AND PROBATE LIST (CHD)

CLAIM NO:



PT-2024-LDS-000022

BETWEEN:-

- (1) MOTOR FUEL LIMITED**
- (2) PEREGRINE RETAIL LIMITED**

Claimants

-and-

(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS

(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

NOTICE OF HEARING

UPON considering the papers on the court file

IT IS ORDERED that:

1. The application for an injunction dated 12 February 2024 is listed for hearing on **23rd February 2024 at 11:00am** with a time estimate of 2 hours at the **Leeds Combined Court Centre, The Courthouse, 1 Oxford Row, Leeds LS1 3BG**.

This is a FACE-TO-FACE hearing. You must attend the court building for the hearing.

Documents for the hearing

2. The party responsible for preparing a hearing bundle is the Claimant / Applicant if they are legally represented. If the Claimant / Applicant is not legally represented and the Defendant / Respondent is, the responsibility for preparing the hearing bundle lies with the

Defendant / Respondent. If no party is legally represented there is no requirement for any party to prepare a hearing bundle.

3. **The court may vacate the hearing or impose costs sanctions on the responsible party if no bundle is filed or if the bundle does not comply with the requirements of this order.**
4. Unless the court directs otherwise the responsible party shall prepare an **electronic** hearing bundle in accordance with the ‘General guidance on electronic court bundles’ found here: <https://www.judiciary.uk/announcements/general-guidance-on-electronic-court-bundles/>. **At a minimum** the bundle should include a hyperlinked index, bookmarked sections and printed pagination which matches the digital pdf number for each page.
5. The contents of the bundle should be agreed where possible and it should contain:
 - (a) a case summary
 - (b) a list of issues to be determined at the hearing
 - (c) a draft order
 - (d) only those documents which are essential for the court to determine the issues before it that day.
6. **Not less than 5 working days before the hearing** the responsible party shall deliver the bundle to all other parties.
7. **Not less than 3 working days before the hearing** the responsible party shall deliver the bundle to the court*, with a copy of the draft order in Word format (or equivalent), by email to bpc.leeds@justice.gov.uk. The subject line of the email must contain the case details in the following order: case number, parties’ names, date and time of the hearing (e.g. A00LS123 AAAAAA v BBBBBB 01/01/2022 10am).
8. The court has made this order of its own initiative without hearing the parties or giving them an opportunity to make representations. Pursuant to CPR rule 3.3(5) any party affected by the order has the right to apply to have it set aside, varied or stayed. A party making such an application must send or deliver the application to the court (together with any appropriate fee) to arrive within seven days of service of this order.

**Note on electronic filing of bundles*

***CE-File:** If the hearing bundle is 50MB or less it should be uploaded to CE-File. For bundles larger than 50MB consideration should be given to splitting the bundle if it can be done conveniently. When using CE-File the ‘File Description’ box should be used to give details of the document uploaded and the hearing date in order to alert staff e.g. “Bundle for hearing on [insert hearing date]”.*

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IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY TRUSTS AND PROBATE LIST (CHD)

BEFORE HHJ SIOBHAN KELLY
ON 15 FEBRUARY 2024

BETWEEN:-

(1)MOTOR FUEL LIMITED

(2)PEREGRINE RETAIL LIMITED

Claimants

-and-

(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS

(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

NOTE OF HEARING OF APPLICATION FOR ALTERNATIVE SERVICE ON 15 FEBRUARY 2024 AT 11:00AM

NOTE OF HEARING prepared by the Claimant's solicitors of the Claimant's application for alternative service (the "**Alternative Service Application**") on 15 February 2024 commencing at 11.02 am before HHJ Siobhan Kelly sitting in the High Court of Justice, Business and Property Courts in Leeds

In attendance:

- Yaaser Vanderman ("**YV**"), Landmark Chambers – Counsel for the Claimants
- Richard Linton, In-house Legal Counsel for the Claimants
- Alicia Foo, Partner, Pinsent Masons LLP - Solicitors for the Claimant
- Connor Merrifield, Associate, Pinsent Masons LLP - Solicitors for the Claimant
- Thomas Ross, Trainee, Pinsent Masons LLP - Solicitors for the Claimant

1. YV sought permission to amend paragraph 3 of the Alternative Service Application to remove the words "interim" as highlighted by the striking out of the word interim below: -

"Orders under CPR 6.15 and 6.27 that the Claimants' (i) application for an interim injunction, and (ii) claim for an ~~interim~~ injunction can be served by alternative methods of service, as more particularly described in the draft orders annexed hereto."

2. Judge Kelly agreed to this and requested that: (a) the Alternative Service Application to be served be amended so that the word "interim" is struck through in red ink in the usual way; and, (b) any draft order issued following this hearing to reflect this amendment.
3. YV referred Judge Kelly to the hearing bundle and asked if the Judge had reviewed his skeleton argument. Judge Kelly confirmed she had seen and read both. YV then took the Judge through the points in his skeleton argument and sought an order for alternative methods of service as set out in the draft order annexed to the Alternative Service Application.
4. In giving her judgment, HHJ Kelly confirmed:
 - a. she had had the opportunity to read the Particulars of Claim, the draft Orders, the witness statements of Mr Caddick, Mr Linton and Mr Ablott;
 - b. she had reminded herself of Civil Procedure Rules 6.15 and 6.27 which, in this short judgment, she did not propose to set out;
 - c. the Alternative Service Application is supported by evidence and can be made without notice;
 - d. there is good reason for service of the further documents by an alternative method and place;
 - e. having read the witness statements, not only has there been persistent actions over the last 12 months or so, it is not possible to identify the persons involved;
 - f. in order for service to be effected, it is necessary and proportionate for service to be effected in the terms of the draft order;
 - g. she has considered the locations suggested in the draft order and is satisfied there is an appropriate range of locations and the suggestion of uploading to the websites and to the various addresses in the Schedule 2 to the order; the addresses are reasonable and emails to traveller communities in the York area and gypsy organisations; and
 - h. the positions around the Thirsk Services site are evident and the Judge is satisfied that the alternative methods of service are proper and effective.
5. YV mentioned that there were two further issues.
6. The first issue was in relation to the service of documents upon North Yorkshire Council and that the Claimant intended to add an e-mail address for North Yorkshire Council to the draft order for service. Judge Kelly confirmed that if it was possible to get an e-mail address, then it would be a matter of amending the wording of the order very slightly to reflect this.
7. In terms of the second issue, YV pointed out that paragraph 6 of the Notice of Hearing (which may have been automatically generated) for the injunction hearing states that the bundle must to be delivered not less than 5 working days before the hearing and

that in paragraph 7 it states that the bundle and order had to be provided not less than 3 working days before the hearing. He asked for amendment to these 2 directions so that they were set aside and that the deadline for the hearing bundle to be filed and served was to be by 4pm on Monday 19 February 2024.

8. Judge Kelly acceded to this request and asked for a draft order reflecting the above to be provided to her as soon as possible whereby she would approve this, send through to the Orders team to seal, following which sealed copies would be sent to the Claimants solicitors.

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY TRUSTS AND PROBATE LIST (CHD)

CLAIM NO: PT-2024-LDS-000022

BETWEEN:-

- (1) MOTOR FUEL LIMITED
- (2) PEREGRINE RETAIL LIMITED

Claimants

-and-

(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS

(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

draft ORDER

PENAL NOTICE

IF YOU THE WITHIN NAMED DEFENDANTS OR ANY OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.

IMPORTANT NOTICE TO THE DEFENDANTS

This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

UPON the Claimants' claim by Claim Form, dated 12 February 2024

AND UPON hearing the Claimants' application for an interim injunction, dated 12 February 2024, and supporting evidence

AND UPON hearing Counsel for the Claimants and Counsel for the Defendants

AND UPON the Claimants giving and the Court accepting the undertakings set out in Schedule 2 to this Order

IT IS ORDERED THAT:

INJUNCTION

1. Until [1 year] or final determination of the claim or further order in the meantime, whichever shall be the earlier, the Defendants must not, for residential purposes (temporary or otherwise), enter, occupy or set up encampment on, with a caravan or other vehicle, any part of the land known as Thirsk Services, York Road, Thirsk, YO7 3AA, which is shown for illustration purposes edged red on the Plan annexed to Schedule 1 of this Order, without the consent of the Claimants.
2. Until [1 year] or final determination of the claim or further order in the meantime, whichever shall be the earlier, the Defendants must not enter onto any part of the land known as Thirsk Services, York Road, Thirsk, YO7 3AA, with the intention of syphoning fuel from the Claimants' filling pumps and/or a vehicle or receptacle (which is located on the Land) that does not belong to that individual and without the consent of the owner of that vehicle or receptacle.

3. A Defendant who is ordered not to do something must not: (a) do it himself/herself/themselves or in any other way; (b) do it by means of another person acting on his/her/their behalf, or acting on his/her/their instructions.

VARIATION

4. Anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the Claimants' solicitors 72 hours' notice of such application. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing to the Claimants' solicitors at least 48 hours in advance of any hearing.
5. Any person applying to vary or discharge this Order must provide their full name, address and address for service.
6. The Claimants have liberty to apply to vary this Order.

SERVICE

7. Pursuant to CPR r6.15, 6.27 and 81.4(2)(c), service of this Order shall be effected on the Defendants by the Claimants carrying out each of the following steps:
 - a. Fixing a copy of the Order in a clear plastic envelope at the following locations around the Land:
 - i. The entrance ramp electrical cabinet at the entrance to the HGV Park;
 - ii. The exit ramp electrical cabinet at the exit to the HGV Park;
 - iii. The left and right hand lampposts in the staff parking area;
 - iv. The left and right hand lampposts in the customer parking area;
 - v. Each of the 4 sets of petrol pumps;

- vi. Two of the EV charging units;
 - vii. The left and right hand side of the 2 bay parking area adjacent to the EV charging area;
 - viii. Entrance door to Budgens/Greggs; and
 - ix. The entrance to the HGV Park toilet and shower block.
 - b. Positioning a sign which is approximately A2 size at the entrance to the Site advertising the existence of this Order.
 - c. Uploading it to the following website:
<https://www.motorfuelgroup.com>.
 - d. Sending a link to the above website by email to the email addresses listed in Schedule 3 to this Order.
- 8. Pursuant to CPR r6.15 and 6.27, service of any further applications shall be effected on the Defendants by the Claimants carrying out each of the following steps:
 - a. Fixing a copy of the application notice, witness statements (but not the documents exhibited to the witness statements) and draft order in a clear plastic envelope at the following locations around the Land:
 - i. The entrance ramp electrical cabinet at the entrance to the HGV Park;
 - ii. The exit ramp electrical cabinet at the exit to the HGV Park;
 - iii. The left and right hand lampposts in the staff parking area;
 - iv. The left and right hand lampposts in the customer parking area;
 - v. Each of the 4 sets of petrol pumps;
 - vi. Two of the EV charging units;

- vii. The left and right hand side of the 2 bay parking area adjacent to the EV charging area;
 - viii. Entrance door to Budgens/Greggs; and
 - ix. The entrance to the HGV Park toilet and shower block.
- b. Positioning a sign which is approximately A2 size at the entrance to the Site advertising the existence of this Order.
 - c. Uploading the application to the following website: <https://www.motorfuelgroup.com>.
 - d. Sending a link to the above website by email to the email addresses listed in Schedule 3 to this Order.
9. Pursuant to CPR r6.15 and 6.27, service of any other documents may be served by carrying out the steps set out in paragraph 8(c) and 8(d) only.
10. In relation to paragraphs 7-9 above, the steps identified shall stand as good and sufficient service on the Defendants.
11. In relation to paragraphs 7-9 above, service shall be deemed effective on the latest date on which all of the said steps shall have been completed (as confirmed by the filing of a certificate of service with the Court) or, if sooner, the date of actual notice of the document in question.

FURTHER DIRECTIONS

- 12. Liberty to apply.
- 13. No order as to costs.

COMMUNICATIONS WITH THE CLAIMANT

- 14. The Claimants' solicitors and their contact details are:

Connor Merrifield
Pinsent Masons LLP
1 Park Row
Leeds
LS1 5AB

Phone number: 0113 368 6523

Email: Connor.Merrifield@pinsentmasons.com

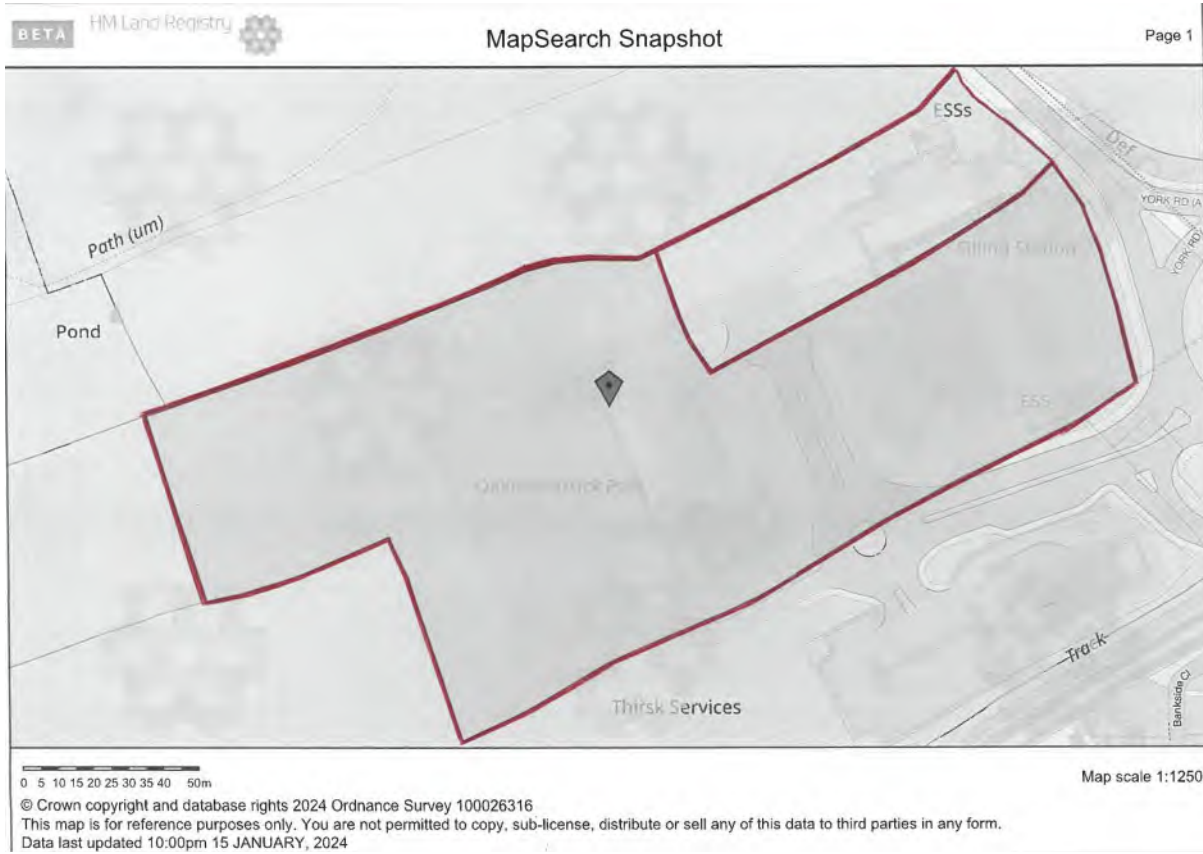
Alicia Foo
Pinsent Masons LLP
55 Colmore Row
Birmingham
B3 2FG

Phone Number: 01212 604024

Email: alicia.foo@pinsentmasons.com

Dated:

SCHEDULE 1 - PLAN



SCHEDULE 2 - UNDERTAKING GIVEN BY THE CLAIMANTS

The Claimants will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraphs 1-2 of this Order has caused loss to a Defendant and the Court finds that the Defendant ought to be compensated for that loss.

SCHEDULE 3 - EMAIL ADDRESSES

Group/ Individual	Email contact (where available)	Social Media account
Leeds Gate Gypsy and Traveller Exchange	contact@leedsgate.co.uk	https://www.facebook.com/LeedsGATE
York Travellers Trust	info@ytt.org.uk	https://www.facebook.com/YorkTravellers/
The Traveller Movement	(General Enquiry) info@travellermovement.org.uk (Media Enquiries) policymanager@travellermovement.org.uk	https://www.facebook.com/travellermovement/
Friends, Families and Travellers	fft@gypsy-traveller.org (Press Enquiries): sami@gypsy-traveller.org	https://www.facebook.com/FriendsFamiliesandTravellers
The North Yorkshire Council	infogov@northyorks.gov.uk and contactus@northyorks.gov.uk	

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY TRUSTS AND PROBATE LIST (CHD)

CLAIM NO: PT-2024-LDS-000022

BETWEEN:-

- (1) MOTOR FUEL LIMITED**
- (2) PEREGRINE RETAIL LIMITED**

Claimants

-and-

(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS

(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

draft ORDER

PENAL NOTICE

IF YOU THE WITHIN NAMED DEFENDANTS OR ANY OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.

IMPORTANT NOTICE TO THE DEFENDANTS

This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.

UPON the Claimants' claim by Claim Form, dated 12 February 2024

AND UPON an interim injunction having been granted following application by the Claimants on []

AND UPON hearing Counsel for the Claimants and Counsel for the Defendants

IT IS ORDERED THAT:

INJUNCTION

1. Until 3 years, the Defendants must not, for residential purposes (temporary or otherwise), enter, occupy or set up encampment on, with a caravan or other vehicle, any part of the land known as Thirsk Services, York Road, Thirsk, YO7 3AA, which is shown for illustration purposes edged red on the Plan annexed to Schedule 1 of this Order, without the consent of the Claimants.
2. Until [3 years] or final determination of the claim or further order in the meantime, whichever shall be the earlier, the Defendants must not enter onto any part of the land known as Thirsk Services, York Road, Thirsk, YO7 3AA, which is shown for illustration purposes edged red on the Plan annexed to Schedule 1 of this Order, with the intention of syphoning fuel from the Claimants' filling station pumps and/or a vehicle or receptacle (which is located on the Land) that does not belong to that individual and without the consent of the owner of that vehicle or receptacle.
3. A Defendant who is ordered not to do something must not: (a) do it himself/herself/themselves or in any other way; (b) do it by means of another person acting on his/her/their behalf, or acting on his/her/their instructions.

VARIATION

4. Anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the Claimants' solicitors 72 hours' notice of such application. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing to the Claimants' solicitors at least 48 hours in advance of any hearing.
5. Any person applying to vary or discharge this Order must provide their full name, address and address for service.
6. The Claimants have liberty to apply to vary this Order.

REVIEW HEARING

7. Permission for any named Defendants to file and serve evidence by 4pm on 7 days before the review hearing.

SERVICE

8. Pursuant to CPR r6.15, 6.27 and 81.4(2)(c), service of this Order shall be effected on the Defendants by the Claimants carrying out each of the following steps:
 - a. Fixing a copy of the Order in a clear plastic envelope at the following locations around the Land:
 - i. The entrance ramp electrical cabinet at the entrance to the HGV Park;
 - ii. The exit ramp electrical cabinet at the exit to the HGV Park;
 - iii. The left and right hand lampposts in the staff parking area;
 - iv. The left and right hand lampposts in the customer parking area;

- v. Each of the 4 sets of petrol pumps;
 - vi. Two of the EV charging units;
 - vii. The left and right hand side of the 2 bay parking area adjacent to the EV charging area;
 - viii. Entrance door to Budgens/Greggs; and
 - ix. The entrance to the HGV Park toilet and shower block.
 - b. Positioning a sign which is approximately A2 size at the entrance to the Site advertising the existence of this Order.
 - c. Uploading it to the following website:
<https://www.motorfuelgroup.com>.
 - d. Sending a link to the above website by email to the email addresses listed in Schedule 2 to this Order.
9. Pursuant to CPR r6.15 and 6.27, service of any further applications shall be effected on the Defendants by the Claimants carrying out each of the following steps:
- a. Fixing a copy of the application notice, witness statements (but not the documents exhibited to the witness statements) and draft order in a clear plastic envelope at the following locations around the Land:
 - i. The entrance ramp electrical cabinet at the entrance to the HGV Park;
 - ii. The exit ramp electrical cabinet at the exit to the HGV Park;
 - iii. The left and right hand lampposts in the staff parking area;
 - iv. The left and right hand lampposts in the customer parking area;
 - v. Each of the 4 sets of petrol pumps;

- vi. Two of the EV charging units;
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- b. Positioning a sign which is approximately A2 size at the entrance to the Site advertising the existence of this Order.
 - c. Uploading the application to the following website: <https://www.motorfuelgroup.com>.
 - d. Sending a link to the above website by email to the email addresses listed in Schedule 2 to this Order.
10. Pursuant to CPR r6.15 and 6.27, service of any other documents may be served by carrying out the steps set out in paragraph 9(c) and 9(d) only.
 11. In relation to paragraphs 8-10 above, the steps identified shall stand as good and sufficient service on the Defendants.
 12. In relation to paragraphs 8-10 above, service shall be deemed effective on the latest date on which all of the said steps shall have been completed (as confirmed by the filing of a certificate of service with the Court) or, if sooner, the date of actual notice of the document in question.

FURTHER DIRECTIONS

13. Liberty to apply.
14. No order as to costs.

COMMUNICATIONS WITH THE CLAIMANT

15. The Claimants' solicitors and their contact details are:

Connor Merrifield

Pinsent Masons LLP

1 Park Row

Leeds LS1 5AB

Tel: 0113 368 6523

E-connor.merrifield@pinsentmasons.com

Alicia Foo

Pinsent Masons LLP

55 Colmore Row

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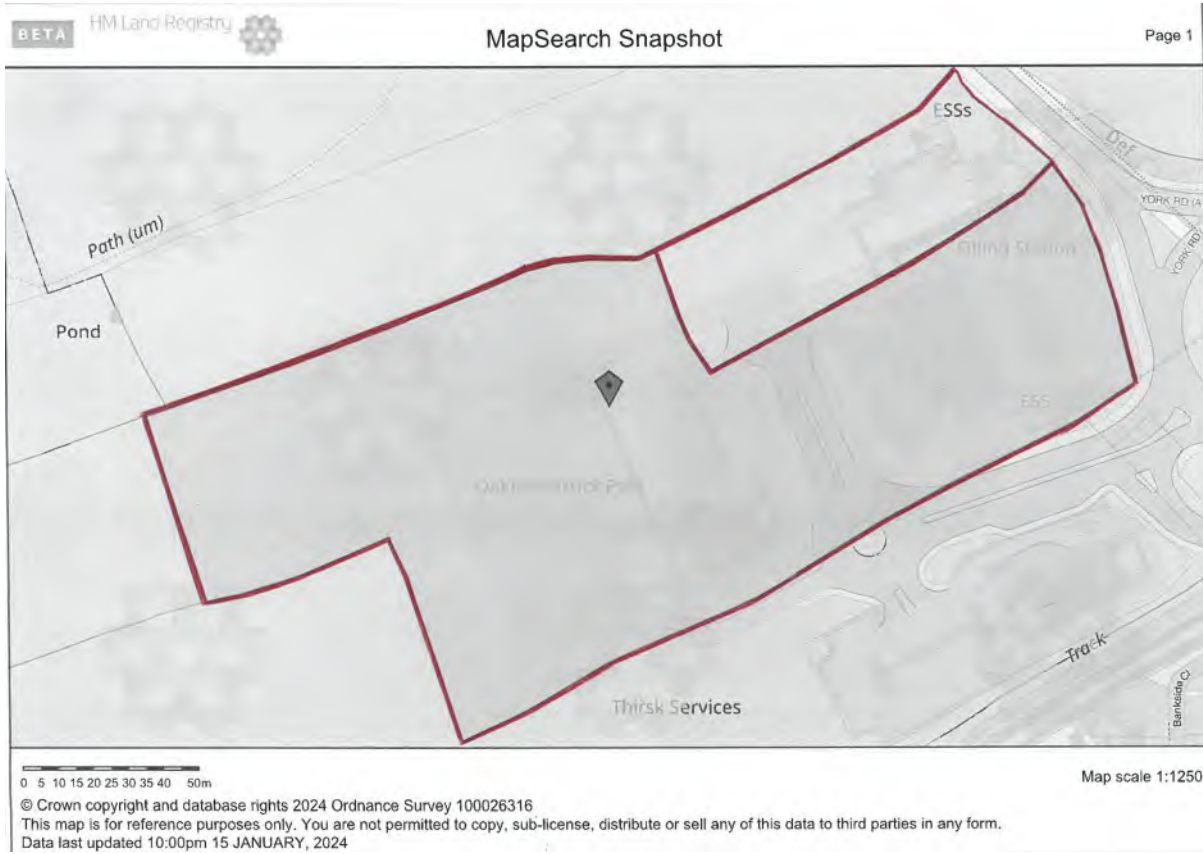
B3 2FG

Phone number: 0121 260 4024

Email: alicia.foo@pinsentmasons.com

Dated:

SCHEDULE 1 - PLAN



SCHEDULE 2 - EMAIL ADDRESSES

Group / Individual	Email contact (where available)	Social Media account
Leeds Gate Gypsy and Traveller Exchange	contact@leedsgate.co.uk	https://www.facebook.com/LeedsGATE
York Travellers Trust	info@ytt.org.uk	https://www.facebook.com/YorkTravellers /
The Traveller Movement	(General Enquiry) info@travellermovement.org.uk (Media Enquiries) policymanager@travellermovement.org.uk	https://www.facebook.com/travellermovement/
Friends, Families and Travellers	fft@gypsy-traveller.org (Press Enquiries): sami@gypsy-traveller.org	https://www.facebook.com/FriendsFamiliesandTravellers
The North Yorkshire Council	infogov@northyorks.gov.uk and contactus@northyorks.gov.uk	



Map scale 1:2500

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 Data last updated 10:00pm 19 FEBRUARY, 2024

Claim Number:

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY, TRUSTS AND PROBATE LIST (ChD)

1. First Claimant
2. Andrew Gary Caddick
3. First
4. Exhibit "AGC1"
5. 9 February 2024

(1) MOTOR FUEL LIMITED

-and-

(2) PEREGRINE RETAIL LIMITED

Claimants

-and-

(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS

-and-

(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING

**PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT
INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR
RECEPTACLE**

Defendants

FIRST WITNESS STATEMENT OF

ANDREW GARY CADDICK

I, Andrew Gary Caddick of Triton Security and Facilities Management Limited, Contracts Manager of Templar House, 1 Sandbeck Court, Wetherby, LS22 7BA will say as follows: -

1. I am a contracts manager in the employ of Triton Security and Facilities Management Limited ("**Triton**"). Triton is part of Triton Group and provides security and facilities management to some of the UK's biggest businesses since 2003. Triton is a Security Industry Association ("**SIA**") approved security guard business. The SIA is the Government appointed regulator of the UK's private security industry. Triton security guards are trained for a variety of tasks, including concierge and reception duties, retail security, fire wardens, Waking Watch, and canine security patrols. The places we protect vary greatly in type and scale, including warehouses, logistics and distribution centres, steelworks, construction sites, solar farms, and green energy plants to name just but a few. Our security guard services also include protecting vacant property that would otherwise be vulnerable to vandalism, unlawful occupation, and theft. We deliver these services through an on-site presence or by using mobile security which includes site patrols, property inspections, key holding, and alarm response.
2. My team of security guards are employed by the Claimants to provide security services to the BP Fuel Station & EV Power at Thirsk Services, York Road, Thirsk, YO7 3AA

("Thirsk Services"). I am duly authorised to make this Witness Statement on behalf of the Claimants in support of their claim for an injunction in relation to the land (the "Land") edged red at Plan 1, exhibited at RKL1/1/5.

3. Insofar as the facts and matters referred to herein are within my own knowledge, they are true and in so far as they are not within my own direct knowledge, they are true to the best of my information and belief, acquired in the course of acting in my capacity as a security guard employed by Triton.
4. There is now shown to me an exhibit of documents, to which I shall refer in the course of the Witness Statement, marked AGC1. Where the reference "AGC1/2/3" appears, "1" refers to the sole exhibit to this Witness Statement; "2" refers to the tab of that exhibit; and "3" refers to the page number in that exhibit.
5. I have seen the witness statements of, first, Mr Richard Linton, legal counsel of the First Claimant which, amongst other things, explains the layout of the Land, the HGV Park and the various parts at Thirsk Services together with the local authority traveller site at Bankside Close and, secondly, Mr David Ablott, Operations Director of the Claimants. Where appropriate, I cross-refer to their witness statements in this statement. Where relevant and appropriate, I adopt the definitions of Land, Costa Site and McDonald's Site, PFS, EV, Valeting, HGV Park, Budgens, Shower Block, Bankside Close and Service Road as set out in Mr Linton's statement, as well as the references to Plan 1 (Exhibit RKL1/1/5) and Plan 2 (Exhibit RKL1/2/7) and, also to the definition of Development Period in Mr Ablott's statement.
6. Where relevant and appropriate and not otherwise stated above, I adopt the definitions in both Mr Linton's and Mr Ablott's statements during the course of this statement.

Background and My Role

7. I am a contracts manager employed by Triton and have been employed at Triton since December 2022. I am responsible for running the team of 9 different static and canine units of security guards.
8. Triton was first instructed by the First Claimant to provide security services at Thirsk Services during the Development Period and subsequently over the Land, HGV Park, and the Service Road. Paragraph 8 of Mr Ablott's statement deals with the Claimants' instructions and dealings with Triton with which I concur. The Claimants have been experiencing security incidents at Thirsk Services and the Land, but especially in the area around the HGV Park (edged black and marked No. "2" on Plan 1 (Exhibit RKL1/1/5)) since December 2022 to date.

9. The security services Triton provides include: -

- 9.1 patrols ranging from 24-hours 7 days a week to fewer hours depending on the instructions and need. During the Development Period, we were asked by the Claimants to put on 24-hour patrol 7 days a week with dogs to patrol the development site during construction of the PFS, EV, Valeting, HGV Park, Budgens, Service Road, the Costa Site and McDonald's Site. But, after Thirsk Services opened in mid-May 2023, we no longer patrolled the Costa Site and McDonald's Site as these were now in separate ownership as described by Mr Linton in paragraph 8 of his statement. Our services reduced from 24/7 to 6pm – 2am Monday to Sunday with 2 officers, and more recently, this has now changed to 2pm – 6am Monday to Friday with 1 officer as per the Second Claimant's request.
- 9.2 reporting to my superiors and the Claimants where there have been incursions by persons unknown, sometimes with caravans/motorhomes or low loaders/trucks, onto the Land, and incidents such as high-speed chases on motorbikes, theft, or attempted theft or damage to customers' cars or damage to HGVs and syphoning of fuel from the HGV trucks which park at the HGV Park and also from the petrol filling station pumps; or any other criminal damage.
- 9.3 liaison with police officers when there has been criminal damage such as broken fencing, throwing of stones at vehicles, damaging lighting throughout the Land and around the perimeter of the site at Thirsk Services. The police, as explained in my chronology below, have been regularly called by my team. On a number of occasions, the police have showed up and then left without leaving crime reference numbers. The crime reference numbers they have provided include the following:
- (a) NYP – 17072023 – 0619; and
 - (b) NYP – 15022023 – 0466.
- 9.4 taking photographs or video footage of various incidents using mobile phone cameras.
- 9.5 preparing daily incident reports and patrolling times of events taking place during our working hours. These are then logged on a daily basis in a logbook which is kept at Thirsk Services and then updated on a weekly basis back at Triton Headquarters. We also provide a bailiffs service where, when faced with drivers with caravans or camper vans who, without permission of the Claimants,

park at the Land, HGV Park and Service Road, the EV Charging point or even at the PFS, we attend to meet such persons unknown and serve an eviction notice upon them. In my experience, many of these persons unknown seek to avoid immediate removal by ensuring they are in no fit state to move on as they will start drinking alcohol and/or smoke cannabis and therefore cannot leave. We tend to leave them for a day, give them time to sober up and require them to leave by serving a notice to move on under threat to tow them away. This usually does the trick and they move off after 1 night's encampment. At Exhibit AGC1/1/5, I attach a copy of such notice which was served on the persons unknown who turned up on 10 January 2024, an incident I describe below at paragraph 13. Sometimes we have the support of the police to move the persons unknown on their way, but this is not always the case.

Incidents on the Land

10. My security guard team have compiled, since we were first instructed on 27 December 2022, a contemporaneous log of the various incidents at the Land and these are set out below (with the most recent incidents first). When preparing this evidence and the log referred to below, I have spoken to the different members of the security guard team who witnessed/logged these events and have confirmed that the events I describe below are what they saw. The team who work on a rota/shift basis (all of whom are accredited by the SIA) are Messrs Adeel. Yousaf, Kasim. Ali, Naseer. Malik, Adil. Houssain, Sheryar. Raheem, Muhammad. Abbasi, Matlub. Khan, and Shahzad. Ali. Depending on the instructions we receive and whether a 24-hour presence is required, there could be up to 3 security personnel working each shift, but this drops down to 1 depending on what has been agreed or negotiated with the Claimants. I should make clear that the log I describe below is just a snapshot of the most serious incidents that have taken place at the Land as not every single incident has been logged given the frequency of acts which have taken place. The number of persons unknown cannot always be recorded as we tend to record the number of caravans/motorhomes as opposed to actual numbers of persons but from my experience there tends to be usually 2 persons per caravan/motorhome. Furthermore, whilst I try to give specific locations of the incursions and incidences below, and what I describe below relates to the whole of the Land, many of the incidences have taken place at the HGV Park.
11. Mr Linton in paragraph 10 of his statement refers to the traveller community at Bankside Close which is a local authority owned static 16-pitch caravan park which lies to the rear of the McDonald's Site. The location of Bankside Close is the area edged black and marked No. "4" on Plan 2 (Exhibit RKL1/2/7). The chronology my team and I have

prepared below does make reference to the “traveller site”, not because we necessarily know or recognise the travellers who live at Bankside Close, but because we have observed those persons unknown have, when challenged by my guards, run back to that area. Otherwise, given the location of Thirsk Services (it lies adjacent to the A19, a major north/south route and interchange with the A168/A1M roads), it is heavily frequented by a number of travellers heading towards the Appleby Horsefair. I believe Thirsk Services attracts many from the traveller community as they find the modern, clean washing and shower facilities and parking at the HGV Park attractive.

12. It is clear from the list below that there are a huge number of incidences at Thirsk Services where harmful and unlawful conduct is being carried out.

I now go on to describe our modus operandi when an incursion occurs, but what happens next depends on whether this was during what Mr Ablott describes in paragraph 7 of his witness statement as the Development Period or the Operational Period. When the trespassers enter the Land, we can act more quickly if we have a 24-hour security presence. If the incursion happens during the Development Period (24-hour presence), or during our Operational Period (which will then be during our coverage hours), the guard will react and engage with the persons unknown as soon as possible. If the travellers are quick enough to unhook their caravans and set up camp causing an encampment, then this becomes a problem. This was less of a problem when Triton had a 24-hour presence during the Development Period as we had more guards. Certainly, during the Development Period when we had 24/7 coverage utilising more than 1 guard, many of these instances could, and in fact, were dealt with prior to an encampment being set up. Thirsk Services is too large for 1 guard to be able to react to a potential encampment unless this is right next to where the guard is situated. If the encampment has taken place, then the guard will attempt to engage with the travellers and ask them to leave, but having only 1 guard makes this difficult as typically there is more than 1 caravan and a number of males.

Once there is an encampment, and if they do refuse to leave, then where my security team are onsite, a call is made to Triton Control where we seek instructions from the Claimants to seek approval for eviction and instruction of our bailiff services (referred to in paragraph 9.5 above). If the security team is not in situ, typically Mr Sam Thompson (“**Mr Thompson**”), the Budgens store manager at Thirsk Services, puts a call into our control room and asks us to take action. I set out below what happened on 10 January 2024 which is typical of the steps we take when faced with an encampment.

13. I understand from Triton Control on Wednesday 10 January 2024, they received a phone call from Mr Thompson that they needed help to remove persons unknown. I understand

from my Sales Director Jamie Manojlovic (“**Mr Manojlovic** “) that he was then subsequently at 14:15 on the same day emailed by the First Claimant’s Senior Construction Project Manager, Ross Mercer (“**Mr Mercer**”), that whilst contractors employed by the Claimants (Situ Group) were carrying out installing the access barriers and rising ramps to the entrance and exits of the HGV Park (and removed the boulders that had been placed in front of the HGV Park entrance to deter persons unknown entering and to enable this installation of the access barriers), 2 vans, 1 motorhome and 2 caravans (total 8 males) quickly slipped in the gap left and unhitched their caravans in the HGV Park where the contractors were working. I understand from Mr Manojlovic that the contractors (Situ Group) told him that one contractor tried to negotiate with the persons unknown to move off but was told in no uncertain terms to leave them (persons unknown) alone. I attach an email Mr Manojlovic received from Mr Mercer dated 10 January 2024 at 14:15 asking him to start immediate enforcement action to evict the persons unknown (Exhibit AGC1/2/6). As I mentioned previously, we have a bailiff arm at Triton, and we therefore asked the enforcement agent to attend which he duly did at 6pm. He served an eviction notice requiring them to vacate or face removal. As mentioned in paragraph 9.5 above the actual notice we served on the persons unknown is exhibited at Exhibit AGC1/1/5. As the persons unknown were not sober and one of them said his car had broken down, our bailiff negotiated with them to leave at 4pm the next day which they did. What I have described above is typical of many of the instances we at Triton and the Claimants have had to face, and this has increased since Triton’s 24-hour security presence has been removed.

14. There are also incidences of fuel syphoning, whether from the fuel pumps (I have seen some persons unknown brazenly come up to the fuel pumps, turn it on and fill up a container and run off when challenged), but also from vehicles or other containers which do not belong to the persons unknown. We are sometimes asked to help with addressing the fuel theft. Whether we can do so depends on the location of the guard. If the guard (s) is/are positioned to intervene then he/they will do so, with the support of the Budgens store manager.
15. There has been and there is still a risk of physical harm to the persons unknown, the security guards and members of the public from the incidents I describe below. So for instance, during the Development Period, there were a number of hazards and safety issues onsite which included live wiring, open manholes and live machinery. Hence the need for 24-hour security presence to ensure safety, but the instances I describe below presented a real danger and physical harm to the persons unknown had the security team not been in place. However, during this time, persons unknown have thrown objects at the security guards and at vehicles parked where damage has occurred and there has

been a risk to the physical safety of my security team. Furthermore, once Thirsk Services became operational (as it is a 24/7 operational service station where vehicle movement is frequent), the persons unknown (especially the youths) if they are not careful, could be struck by a vehicle.

DATE	DESCRIPTION	Photograph
10 and 11 January 2024	<p>Afternoon of 10 January 2024, 2 vans, 1 motorhome and 2 caravans (total 8 males) quickly slipped into the gap left by contractors who had removed the boulder obstructions to the HGV Park whilst working. The persons unknown then unhitched their caravans in the HGV Park where the contractors were working.</p> <p>Persons unknown eventually left at 4pm (11 January 2024) following an eviction notice.</p>	See Photographs in Exhibit DA1/5/10.
27 November 2023	2 caravans/motorhomes parked at the EV site (area edged orange on Plan 1 (Exhibit RKL1/1/5)). The persons unknown eventually fled after being challenged by my security guards.	Exhibit AGC1/3/10.
28 October 2023	Boulders installed by the Claimants across the HGV Park entrances (locations marked with a black "X" on Plan 1 (Exhibit RKL1/1/5)).	Exhibit AGC1/4/12.
8 Oct 2023	2 caravans got onto the Land and pitched up at the HGV Park. Canine units deployed and after an hour of negotiations they left.	
2 Oct 2023	3 suspicious males in dark clothing hanging about rear fields in the area marked No. "5" at Plan 2 (Exhibit RKL1/2/7), being part of the Undeveloped Land; Additional canine patrols were put onto the Undeveloped Land preventing them entering the Land.	
30 Sept 2023	2 males on motorbikes chased by police. Entered Land and left over fields at the rear (the area marked No. "5" and No. "6" at Plan 2 (Exhibit RKL1/2/7), known as the Undeveloped Area).	
24 Sept 2023	2 caravans entered the Land with the intention of staying. Canine units deterred them and escorted off the Land.	
21 Sept 2023	Males returned with fuel syphoning equipment. Challenged by Triton and left the Land. These are mainly young men from Bankside Close but they usually run off if challenged.	
14 Sept 2023	3 caravans stopped from pitching up at the HGV Park. Canine units deployed and moved them on.	
14 Sept 2023	4 caravans pitched up. Travellers drunk and refused to leave. Triton bailiffs attended and served notice to evict. A copy of such a notice can be seen at Exhibit AGC1/1/5.	
13 Sept 2023	2 males removed from the Land for trying car door handles in McDonald's car park (the area edged purple on Plan 2 (Exhibit RKL1/2/7)).	

DATE	DESCRIPTION	Photograph
12 Sept 2023	2 youths removed after looking through customers' cars.	Exhibit AGC1/5/14
10 Sept 2023	3 males from traveller site at Bankside Close (the area edged black and marked No. "4" on Plan 2 (Exhibit RKL1/2/7)) had been on the HGV Park with syphoning equipment. Canine units challenged them to leave.	
7 Sept 2023	Attempted HGV fuel theft from HGV Park. 2 males made off after being challenged by my security team leaving rubber hosing. Police informed.	
29 August 2023	Pick-up truck with trailer trying to take building materials from the Land. Driver became aggressive towards security and left. Police informed.	
27 August 2023	2 caravans removed from the Land. Attended early morning/night and drivers were drunk. Police attended.	
24 August 2023	Travellers in 4 caravans stopped from pitching up at HGV Park. Aggressive towards security and staff.	
24 August 2023	4/5 males throwing stones from behind McDonald's at vehicles driving past. Onsite security challenged and moved them off.	
23 August 2023	Flat back transit van on and off site for 3 hours. Passengers looking at machinery and tools at the Costa building on site. Van had no number plates and police informed. Police attended several times that evening.	
20 August 2023	3 caravans stopped from getting onto Land by canine unit. Travellers wanted to stay for a couple of nights due to a local funeral.	
13 August 2023	Same male as yesterday removed from the Land as he was hanging around parked HGVs.	
13 August 2023	Travellers removed from Land after attempting to pitch up.	
12 August 2023	A male known to the onsite security team from previous incidents had entered Land and was looking in parked cars' windows. When approached he left and entered the traveller site at Bankside Close next door (the area edged black and marked No. "4" on Plan 2 (Exhibit RKL1/2/7)).	
10 August 2023	4 caravans and transit vans got onto the HGV Park. They attempted to set up camp, but they were stopped by canine units. Male travellers wanted to speak with the builders at Costa. Travellers left 1 hour later.	
6 August 2023	Travellers stopped from getting onto the HGV Park. There were 3 Caravans who were attempting to drop tow bar and set up camp. Canine units moved them off and blocked them getting back on.	
4 August 2023	Group of travellers attempted to pitch up on the Land. Our security team acted quickly and engaged with the travellers before the encampment could happen. Travellers left after 45 mins.	
31 July 2023	3 juvenile males throwing stones at traffic entering the Land. Triton Static officer moved them on and contacted the police.	

DATE	DESCRIPTION	Photograph
30 July 2023	2 caravans attempted to set up at HGV Park. Canine unit moved them on.	
26 July 2023	4 males chased through the Land by police on stolen motorbike. Security recovered fuel canister dropped by thieves and handed to police.	Video entitled "Fuel Theft Video (002) dated 26.07.23" – see Exhibit AGC1/8/17
18 July 2023	2 males with syphoning equipment ejected from rear of the Land. Pelted bricks at cars/police attended.	Exhibit AGC1/6/15
15 July 2023	2 males from traveller site at Bankside Close entered HGV Park hiding behind HGVs. Fuel drum and tubing seen on the males. Canine units deployed and males ran off the Land.	Video entitled "Fuel Theft (001) dated 15.07.23" – see Exhibit AGC1/9/18
13 July 2023	2 males with large fuel container removed from HGV Park by Canine unit.	
10 July 2023	Juveniles throwing stones from front of Land. Entered from traveller side at Bankside Close (the area black and marked No. "4" on Plan 2 (Exhibit RKL1/2/7)). Canine unit deployed.	
6 July 2023	2 caravans/travellers pitched up at HGV Park. Triton Bailiffs attended to remove.	
1 July 2023	4 male juveniles throwing stones at traffic at the rear of McDonalds. Police attended.	
24 June 2023	2 caravans removed from HGV Park. Security recognised from previous eviction.	
23 June 2023	4 caravans prevented from pitching up on the Land. Canine unit deployed and police contacted.	
22 June 2023	Approx. 15 males from traveller site at Bankside Close were drinking beer and playing football on HGV Park. Security spoke with them to move on. 2 males became aggressive towards security, canine deployed and males moved on.	
21 June 2023	3 caravans and 2 motorhomes stopped from pitching up at HGV Park. Police contacted.	
20 June 2023	2 juvenile males throwing stones at vehicles coming/leaving site. Canine unit deployed and juveniles moved off.	
20 June 2023	HGV driver reported youths throwing stones at customers' cars at rear of Land. Security and Canine unit deployed. Youths made off across fields. Police informed.	
19 June 2023	Unit van damaged due to stopping juveniles throwing stones into the Land. Police contacted.	
12 June 2023	2 caravans removed from the Land. Arrived during the night, but drivers under influence of alcohol. Police attended.	
4 June 2023	Travellers in 4 caravans stopped from pitching up at HGV Park. Aggressive towards security.	

DATE	DESCRIPTION	Photograph
2 June 2023	5 caravans pitched up through the day across the Land. Police unable to attend. Security and Canine unit moved them off.	
2 June 2023	3/4 male juveniles pelting stones at cars entering the Land. Security and police in attendance.	
27 May 2023	2 motorhomes with travellers removed from the Land. Dogs running around without leads and kids running around traffic. Threatened with police and they left.	
15 May 2023	Juveniles throwing stones from rear of the Land Entered from traveller side at Bankside Close (the area edged black and marked No. "4" on Plan 2 (Exhibit RKL1/2/7)). Security chased them off.	
08 May 2023	4 Juveniles throwing stones into the Land from traveller side at Bankside Close (the area edged black and marked No. "4" on Plan 2 (Exhibit RKL1/2/7)). Canine unit deployed. Police attended.	
2 May 2023	2 male intruders ejected from HGV Park by canine unit.	
20 April 2023	Unit van damaged by stones thrown from traveller side at Bankside Close (the area edged black and marked No. "4" on Plan 2 (Exhibit RKL1/2/7)). Police attended.	
14 April 2023	7 caravans removed from the Land. Entered during the day, Triton bailiffs and enforcement in attendance.	
13 April 2023	4 males (travellers) attempting to steal from rear of the Land. Aggressive towards security. Police attended.	
9 April 2023	Male juveniles throwing stones at Shower Blocks (the section marked No. "1" on Plan 1 (Exhibit RKL1/1/5)). Canine unit deployed and males ran off.	
4 April 2023	3 travellers removed from HGV Park. Entered over broken fencing at rear of the HGV Park during the night.	
20 March 2023	Unit deployed to remove 4 intruders at HGV Park.	
18 March 2023	Intruders attempting to gain access at HGV Park. Damaged fencing.	
12 March 2023	3 Caravans entered HGV Park area at the rear of site. Managed to unhook before Triton Security could engage with them. Triton Bailiffs removed travellers following day after serving eviction notice.	
20 Feb 2023	Unit deployed to remove 2 intruders at HGV Park Aggressive towards security. Police called.	
11 Feb 2023	Security removed 5 male juveniles from HGV Park. Throwing stones at plant and security vehicles.	
23 Jan 2023	2 males from traveller side at Bankside Close (the area edged black and marked No. "4" on Plan 2 (Exhibit	

DATE	DESCRIPTION	Photograph
	RKL1/2/7)) attempted to gain access to Land looking for their dog. Under influence of alcohol. Escorted by security. No dog found.	
14 Jan 2023	Smashed Van. Damage was caused during the construction phase when contractor plant and machinery was on the HGV Park and caused from objects being thrown by persons unknown from Bankside Close.	Exhibit AGC1/7/16
11 Jan 2023	Reports of damage to newly planted trees in the Undeveloped Area (the area edged green and marked No. "5" and the area edged blue and marked No. "6" on Plan 2 (Exhibit RKL1/2/7) known as the Undeveloped Area). Nothing to report from security. Investigated by Triton.	
10 Jan 2023	4 youths from traveller site at Bankside Close trying to smash lighting on the Land at the back of the HGV Park and the Shower Block (marked No. "1" on Plan 1 (Exhibit RKL1/1/5)). Canine unit deployed and they moved off.	
27 Dec 2022	2 males climbed over fencing adjacent to traveller site at Bankside Close (the area edged black and marked No. "4" on Plan 2 (Exhibit RKL1/2/7)). Canine unit deployed and escorted males off the Land.	

Identity of Defendants

16. It has proved impossible to identify the Defendants. On the occasion the police do attend Thirsk Services, they have never managed to catch the trespassers. This is because they escaped or fled into Bankside Close next door where the police stop at the entrance and are reluctant to enter it. Trying to take a photo of the Persons Unknown has caused major problems onsite and delayed the evictions. Unless the police would support us during evictions (which they do not), we cannot identify the Persons Unknown. I have set out above the crime reference numbers we have obtained from the police, but as far as I'm aware, these do not appear to have been followed up or resulted in any arrests.

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.

AC Caddick 09/2/24

ANDREW GARY CADDICK

Date

CLAIM NO:

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY, TRUSTS AND PROBATE LIST
(ChD)**

**1. First Claimant
2. Andrew Gary Caddick
3. First
4. Exhibits "AGC1"
5. 9 February 2024**

BETWEEN

- (1) MOTOR FUEL GROUP LIMITED**
- (2) PEREGRINE RETAIL LIMITED**

Claimants

-and-

- (1) (PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS**
- (2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE**

Defendants

**WITNESS STATEMENT OF ANDREW GARY
CADDICK**

Claim Number:

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY, TRUSTS AND PROBATE LIST (ChD)**

**1. Claimants
2. David Ablott
3. First
4. Exhibits "DA1"
5. 12 February
2024**

(1) MOTOR FUEL LIMITED

-and-

(2) PEREGRINE RETAIL LIMITED

Claimants

-and-

**(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR
OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK
SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED
RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS**

-and-

**(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD,
THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED**

**PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING
PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT
INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR
RECEPTACLE**

Defendants

**FIRST WITNESS STATEMENT OF
DAVID ABLOTT**

I, DAVID ABLOTT of Motor Fuel Limited, 10 Bricket Road, St Albans, Hertfordshire, AL1 3JX will say as follows:-

1. I am Operations Director in the employ of the First Claimant which is part of Motor Fuel Group ("**MFG**"). I am duly authorised to make this Witness Statement on behalf of the Claimants in support of their claim for an injunction in relation to the BP Fuel Station & EV Power at Thirsk Services, York Road, Thirsk, YO7 3AA ("**Thirsk Services**") which the First and Second Claimants own and operate.
2. Insofar as the facts and matters referred to herein are within my own knowledge, they are true and in so far as they are not within my own direct knowledge, they are true to the best of my information and belief, acquired in the course of acting in my capacity as Operations Director employed by the First Claimant.
3. There is now shown to me an exhibit of documents, to which I shall refer in the course of the Witness Statement, marked DA1. Where the reference DA1/2/3" appears, the initials

“1” refers to the sole exhibit to this Witness Statement; “2” refers to the tab of that exhibit; and “3” refers to the page number in that exhibit.

4. I have seen the witness statements of, first, Mr Andrew Caddick of Triton Security and Facilities Management Limited (“**Triton**”) and, secondly, Mr Richard Linton, Legal Counsel of the First Claimant. The former explains the various and many incidences of persons unknown attending without permission at Thirsk Services and causing damage, with incursions by unknown persons sometimes with caravans/motorhomes or low loaders/trucks onto the Land and incidents such as high-speed chases on motorbikes, theft or attempted theft or damage to customers’ cars or damage to HGVs and syphoning of fuel from the HGV trucks which park at the HGV Park and also from the petrol filling station pumps. The latter sets out the legal title to the Land at Thirsk Services and how structurally the Claimants have set up their operations there. Where appropriate, I cross-refer to their respective witness statements.
5. My statement deals with the financial impact of the various incidences and incursions by persons unknown at Thirsk Services. Where relevant and appropriate, I adopt the definition of Land, Costa Site, McDonalds’s Site, PFS, EV, Valeting, HGV Park, Budgens and Service Road as set out Mr Linton’s statement as well as the references to Plan 1 (Exhibit RKL1/1/5) and Plan 2 (RKL1/2/7) as appropriate.

Financial and Other Impact of the Actions of Persons Unknown

6. Mr Linton in paragraphs 9-11 of his statement explained the layout and set up of the Land, the Costa Site and the McDonald’s site. Paragraphs 12-16 set out the operating model and legal arrangements. Mr Caddick in his statement at paragraphs 10-15 describes in detail the actions and conduct of the persons unknown. This is to set the scene of what services are offered at Thirsk Services and how, by reason of the actions of the persons unknown, the Claimants have suffered a direct financial impact and will continue to do so if there is a continuation of the trespasses and actions by persons unknown. The costs directly incurred include the costs of: security guards, repairs to lighting, CCTV, fencing boulders, and rising ramps. They also include reputational damage. I deal with these in turn below.

Security Guard Costs

7. Mr Linton explains in paragraphs 7-9 of his statement that, following the acquisition of the development site which became Thirsk Services in August 2021, the First Claimant proceeded to develop it out into the current Thirsk Services, including the Costa and McDonald’s offerings. When doing so from December 2022, it became clear that with the

number of expensive contractors' equipment on the development site left unmanned, especially at night, the development site became a magnet for persons unknown to steal equipment and syphon fuel. On behalf of the First Claimant, Ross Mercer ("Mr Mercer"), part of the Property team at MFG, therefore engaged the services of Triton, firstly during the development period of the site (development started in December 2022 until this completed in mid-May 2023 when Thirsk Services opened (the "**Development Period**")), and then for various periods after opening Thirsk Services from 18 May 2023 (the "**Operational Period**"). Mr Caddick's statement sets out the various incidences and incursions onto the Land, the Costa Site and McDonald's Site during the Development Period and Operational Period until now, including the serving of eviction/removal notices by Triton on the persons unknown.

8. Initially, during the Development Period when contractors' equipment was at risk of being stolen, Triton was engaged by the First Claimant on a 24-hour basis with canine and security guard patrols. Thereafter, depending on the types of and volume of incidences, the security operations reduced from a 24-hour operation to a static (no dogs) patrol between working hours. Mr Mercer had to ask Triton to be flexible or ramp up their services offered (i.e., increasing the number of guards or using dogs) depending on when there was an influx of caravans and cars parking at the Land or high incidences of attempted fuel syphoning from cars and HGVs and also directly from fuel pumps, vandalism, and other attempts to use the HGV Park shower services without permission. It is clear from the chronology that even without the valuable contractors' equipment in situ following the opening of Thirsk Services in mid-May 2023, there was no real let up in the number of trespasses and incidences at the Land including as recently as 10 January 2024 which I describe below and is also covered in Mr Caddick's statement. From October 2023, the Second Claimant took over the services agreement with Triton.
9. The costs of the security provision is prohibitive. Broken down as follows the eye-watering sums are: -
 - 9.1 During the Development Period: **£175,000**.
 - 9.2 During the Operational Period (to date): **£227,000**.
 - 9.3 Ongoing costs of **£1850 per week**.
10. I attach a spreadsheet of costs at DA1/1/5 for the period 15 May 2023 - 03 December 2023 at Thirsk Services which the Claimants are directly bearing, with the First Claimant bearing the costs during the Development Period, and the Second Claimant bearing the costs during the Operational Period to date. So, for example, as at 04 December 2023,

the sums expended for security provision with Triton for 7 months were £173,211 and on bailiffs serving eviction notices and moving off the persons unknown was £53,190 on 6 different occasions on 6th July, 1st August, 14th September, 19th October, 27th October and 27th November 2023, totalling £226,401. There are also the costs of the eviction from the incident on 10 and 11 January 2024 described in paragraph 13 below, and although this is being covered by the contractor who was installing the ramps, I have no doubt it will not be insubstantial.

Repairs to Lighting CCTV and Fencing

11. Being a service station, and to ensure those attending Thirsk Services are able to have good visibility and protection, the Claimants have installed lighting, as well as fencing to prevent Persons Unknown from parking on the pavements on the Land. Mr Caddick's statement points to a number of incidences where lighting and fencing were vandalised by persons unknown, both during the Development Period and the Operational Period. I am unable to provide the costings for the repairs to both lighting and fencing during the Development Period as these were not separately itemised but the costs of replacement fencing which was completed on 21 November 2023 is £36,000. Following the incident on 10 January 2024 which I describe below, we also had to replace the CCTV which was vandalised during that incident. I have yet to receive costings, but I anticipate these will be in the region of not less than £1000 for the replacement of the vandalised equipment.

Boulders and Rising Ramps Installed as an entrance to the HGV Park

12. In view of this high number of incidences at the Land impacting the operation of Thirsk Services, the Claimants considered how they might best deter the different groups coming onto the Land and disrupting the operation of Thirsk Services. Given the HGV Park was attracting not just HGV drivers but persons unknown who were intent on parking their cars and caravans for free and seeking to abuse the modern, clean facilities offered by the HGV washing and toilet facilities, the Claimants have therefore, at a cost of £1,100, blocked the access to the HGV Park with boulders (this can be seen from Photographs 1 and 2 starting at AGC1/4/12 and where marked with an "X" on Plan 1 (Exhibit RKL1/1/5)) placed at the entrance and exit to the HGV Park. This work was carried out on 28 October 2023. The Claimants also ordered materials to protect the HGV Park with fencing and rising ramps, both of which measures I had hoped would hopefully deter (although not necessarily guarantee against as we can see below) intrusion onto this part of the Land. I have dealt with the cost of fencing at paragraph 11 above. The rising ramps were scheduled to be installed on 10 January 2024 at a cost of £80,000 with the works due to

be completed by the end of January 2024. Until the rising ramps were put in place, the HGV Park (with its access blocked) could not be accessed or used by HGV customers (resulting in lost HGV parking revenue of £1000 per week since 28 October 2023 when the boulders were installed), as well as fuel, Budgens and Greggs sales. We now have the costings from the contractor Situ for the costs of the rising ramps/drop down barriers and these come in at £82,686.20. The invoice can be found at DA1/2/6.

13. Furthermore, despite the presence of the boulders installed as I say on 28 October 2023, I understand from speaking to my store manager at Thirsk Services Sam Thompson that persons unknown nonetheless turned up there on 27 November 2023 and, seeing the way into the HGV Park was blocked by the boulders, decided to station their caravans in the EV bays and prevent EV customers from charging their cars. This can be seen from the photographs at AGC1/3/10 of Mr Caddick's witness statement. Mr Thompson tells me that during the incident on 27 November 2023, the persons unknown attended the Budgens store and were threatening towards him and they blocked in his car in the car park, preventing him from driving home until one of the Triton security guard team intervened to negotiate the removal of the blockage so Mr Thompson could go home. There is, therefore, a significant risk that the boulders, which had been in place until the rising ramps were fully installed on 25 January 2024, will have a limited deterrent value as those persons unknown attending will simply trespass and park elsewhere on the Land. In fact, as Mr Caddick describes from his statement where he reports the incident on 10 January 2024, it is clear when the contractors beginning the works of installing the rising ramps removed the boulders from the entrance to the HGV Park to enable the contractors' access to the HGV Park, persons unknown (8 males) opportunistically drove into the HGV Park with 2 vans, 2 caravans and a campervan/motorhome and parked their vehicles at the rear part of the HGV Park. This can be seen from the photographs at DA1/5/10 which I have been provided by Mr Thompson who took them on 10 January 2024. The photographs firstly show the rising ramps that have been installed at the entrance to the HGV Park with 1 photograph showing the ramp with the boulders in front of them DA1/4/9. The next 2 photographs at DA1/5/10 show the parked vehicles by the persons unknown following the unfortunate incident where the contractors mistakenly removed the boulders and this allowed the persons unknown to slip in and park their vehicles. The timed (14:33) and dated (10 January 2024) photograph (DA1/5/10) shows the vehicles parked at the rear of the HGV Park. In light of this incursion, I instructed Triton to seek the removal of the persons unknown, which Mr Caddick explains further in his statement, and the persons unknown were eventually moved on the next day at 4pm on 11 January 2024, but this, of course, disrupted and delayed the work of the contractors. We have CCTV photographs of the 3 males attending the Budgens store (see DA1/6/12) and Mr Thompson also tells me the CCTV was vandalised during that incident (DA1/7/15), and we will have to incur

the expense of removing and replacing it and any other damage. I further understand from Mr Thompson that he recognised one of the persons unknown from the incident on 27 November 2023 which I refer to above, who it would appear came back to be threatening towards him. Given the criminal damage caused by the persons unknown, this has been logged with the police and given a police reference number which is NYP-15012024-0080.

14. It is not possible to put in place ramp or bollarding arrangements on other parts of the Land, which have a higher flow of customer traffic on short visits, but it is clear from what I have described above that unless stopped, this pattern of unsavoury and threatening behaviour will continue.

Reputational Damage

15. In addition to all these costs and losses mentioned above, there is the customer dissatisfaction for those legitimate users of Thirsk Services, including HGV drivers, as well as the associated reputational damage and the potential for loss of future business; HGV drivers see the boulders and disruption caused by persons unknown and simply drive past to the next service station which offers facilities free of these incidences.

The Injunction Sought

16. In my view, there is a compelling need for the injunction sought.
17. It is very clear from the sheer number of incidences of incursions on the Land from persons unknown that unless an order for an injunction is in place, there will be no respite for the Claimants' commercial operations at Thirsk Services which perform an important and necessary service for customers who traverse the major roads leading to and from Thirsk Services. Those persons unknown have no lawful right to occupy any part of the Land, and especially the HGV Park, for the purpose of stationing their caravans (or similar vehicles) or block and obstruct access to other parts of the Land. It also goes without saying that the persons unknown have no right to enter or remain on the Land for the purposes of syphoning fuel from vehicles or other containers that do not belong to them and also from the fuel pumps. Furthermore, the number of callouts to the police as a result of criminal damage or likely criminal damage and behaviour is a waste of public expense.
18. Although, as outlined above, the Claimants have put in place measures to prevent unlawful incursion, parking, and occupation of the HGV Park and other parts of the Land (e.g. the considerable security costs), they consider there is a very real risk that, even with the additional fencing and the rising ramps in place at the entrance to the HGV parking area, travellers or other groups will continue to come onto and occupy the Land with their caravans (or other similar vehicles). There is also a very real risk the persons unknown

will continue to come onto the Land for the purpose of syphoning fuel from vehicles or other containers that do not belong to them or even from the fuel pumps. In my view, other than the measures already or about to be taken, there is little more the Claimants can do.

19. Accordingly, the Claimants therefore seek an injunction in the terms of the draft Order annexed to the Application Notice filed with this Witness 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.



DAVID ABLOTT

12th February 2024

Date

CLAIM NO:

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY, TRUSTS AND PROBATE LIST (ChD)

1. First Claimant
2. David Ablott
3. First
4. Exhibits "DA1"
5. 12 February
2024

BETWEEN

- (1) MOTOR FUEL GROUP LIMITED
- (2) PEREGRINE RETAIL LIMITED

Claimants

-and-

- (1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS
- (2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

FIRST WITNESS STATEMENT OF DAVID ABLOTT

Claim Number:

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY, TRUSTS AND PROBATE LIST (ChD)

1. Claimants
2. David Ablott
3. Second
4. Exhibits "DA2"
5. 12 February 2024

(1) MOTOR FUEL LIMITED

-and-

(2) PEREGRINE RETAIL LIMITED

Claimants

-and-

(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS

-and-

(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED

**PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING
PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT
INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR
RECEPTACLE**

Defendants

**SECOND WITNESS STATEMENT OF
DAVID ABLOTT**

I, DAVID ABLOTT of Motor Fuel Limited, 10 Bricket Road, St Albans, Hertfordshire, AL1 3JX will say as follows:-

1. I am Operations Director in the employ of the First Claimant which is part of Motor Fuel Group ("**MFG**"). I am duly authorised to make this Witness Statement on behalf of the Claimants in support of their claim for an injunction in relation to the BP Fuel Station & EV Power at Thirsk Services, York Road, Thirsk, YO7 3AA ("**Thirsk Services**") which the First and Second Claimants own and operate.
2. Insofar as the facts and matters referred to herein are within my own knowledge, they are true and in so far as they are not within my own direct knowledge, they are true to the best of my information and belief, acquired in the course of acting in my capacity as Operations Director employed by the First Claimant.
3. There is now shown to me an exhibit of documents, to which I shall refer in the course of the Witness Statement, marked DA2. Where the reference DA1/2/3" appears, the initials

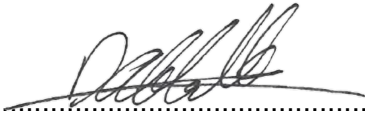
“1” refers to the sole exhibit to this Witness Statement; “2” refers to the tab of that exhibit; and “3” refers to the page number in that exhibit.

4. I have previously provided a first witness statement dated 12 February 2024 and Exhibit DA1 which I prepared prior to the events which I describe below. I give this statement to bring the Court up to date on the events which happened on Friday 9 February 2024 and the efforts the Claimants have had to take to arrange for the removal of the further persons unknown. I adopt the definitions in my first statement as appropriate.
5. At 08.05am I was notified by my store manager Mr Thompson that there were 3 caravans on site at Thirsk Services on Friday 9 February 2024, all of which were there without permission at all. One was parked in front of the ATM machine and two were in the staff / customer parking areas. At Exhibit DA2/1/5-6 there are 2 photographs taken by CCTV. The first photograph which is timed and dated 14:12:57 on Saturday 10 February 2024 shows a caravan taking up spaces. The branding for Greggs by the car parking spaces can clearly be seen. The back of the second caravan (again without permission) can be seen at the top of the second photograph. The third caravan was not in view of the CCTV. In light of these incursions, I asked Triton security to serve an eviction notice on 9 February 2024 and to remove the caravans ideally by close of play on Saturday 10 February 2024. This they duly did (the cost of security was £5,400) in addition to the costs I have already mentioned at paragraph 10 of my first witness statement) and Thirsk Services is now clear of the persons unknown.
6. Having discussed with Mr Thompson, this group of persons unknown are different to any we have had before and feedback from the security on site is that they were not as disruptive as previous groups. However, the locations on where they were parked without permission prevented customers from using the parking bays provided for them.
7. I indicated in my first statement at paragraph 20 that unless an injunction is granted, that further persons unknown will simply occupy whatever available space there is to occupy and refuse to leave unless removed at significant cost to the Claimants.
8. Accordingly, the Claimants therefore seek an injunction in the terms of the draft Order annexed to the Application Notice filed with my first Witness 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.



.....

DAVID ABLOTT

12th February 2024

Date

CLAIM NO:

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY, TRUSTS AND PROBATE LIST (ChD)**

- 1. First Claimant**
- 2. David Ablott**
- 3. Second**
- 4. Exhibits "DA2"**
- 5. 12 February 2024**

BETWEEN

- (1) MOTOR FUEL GROUP LIMITED**
- (2) PEREGRINE RETAIL LIMITED**

Claimants

-and-

- (1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS**
- (2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE**

Defendants

**SECOND WITNESS STATEMENT OF DAVID
ABLOTT**

Claim Number:

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY, TRUSTS AND PROBATE LIST (CHD)

1. Claimants
2. RICHARD KERR
LINTON
3. First
4. Exhibit "RKL1"
5. 12 February 2024

(1) MOTOR FUEL LIMITED

-and-

(2) PEREGRINE RETAIL LIMITED

Claimants

-and-

(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS

-and-

(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

FIRST WITNESS STATEMENT OF

RICHARD KERR LINTON

I, RICHARD KERR LINTON of Motor Fuel Limited, 10 Bricket Road, St Albans, Hertfordshire, AL1 3JX will say as follows:-

1. I am a solicitor in the employ of the First Claimant which is part of Motor Fuel Group (“**MFG**”). I am duly authorised to make this Witness Statement on behalf of the Claimants in support of their claim for an injunction in relation to the BP Fuel Station & EV Power at Thirsk Services, York Road, Thirsk, YO7 3AA (“**Thirsk Services**”) which the First and Second Claimants own and operate.
2. Insofar as the facts and matters referred to herein are within my own knowledge, they are true and in so far as they are not within my own direct knowledge, they are true to the best

of my information and belief, acquired in the course of acting in my capacity as Legal Counsel employed by the First Claimant.

3. There is now shown to me an exhibit of documents, to which I shall refer in the course of the Witness Statement, marked RKL1. Where the reference RKL1/2/3 appears, "1" refers to the sole exhibit to this Witness Statement; "2" refers to the tab of that exhibit; and "3" refers to the page number in that exhibit.
4. I have seen the witness statements of, first, Mr Andrew Caddick of Triton Security and Facilities Management Limited and, secondly, Mr David Ablott, Operations Director of the Second Claimant. The former explains the various and many incidences of persons unknown attending without permission at Thirsk Services and causing damage, with incursions by unknown persons sometimes with caravans/motorhomes or low loaders/trucks onto the Land (as defined below) and incidents such as high-speed chases on motorbikes, theft or attempted theft or damage to customers' cars or damage to HGVs and syphoning of fuel from the HGV trucks which park at the HGV Park and also from the petrol filling station pumps. The second sets out the financial impact on the Claimants of actions of the persons unknown. Where appropriate, I cross-refer to their respective witness statements.
5. I will deal with how the Claimants came to own and operate Thirsk Services.

Background to how the Claimants own and operate Thirsk Services

6. I deal first with the purchase of the Land (as defined below) and surrounding land on which Thirsk Services is situated and operates. In summary, the First Claimant acquired the development site, now Thirsk Services, from the landowners through BP as part of a portfolio of trading sites and development sites and developed the development site itself. Thirsk Services is a newly developed service station located on the A19 at Thirsk (also accessible to traffic on the A168 and the A170) with clean, modern facilities, including services such as a petrol filling station, EV charging, valeting, HGV Parking, grocery food offering of Budgens and food and drinks offerings of Greggs, Costa Coffee, and McDonald's Restaurants. Thirsk Services provides welcome respite to travellers along the A19 with the nearest other comparable service stations some 25 minutes away, about 23 miles away at Wetherby, and the nearest other HGV facilities are at the same location. It is therefore an important area of services in the locality, performing as it does a useful service and stopping point for travellers and HGV drivers alike with up to date, modern, and clean facilities.

7. On or about 20 August 2021, the First Claimant purchased the following freehold sites as marked on the plan (“**Plan 1**”) which can be found at Exhibit RKL1/1/5: -

7.1 registered under title no NYK419750

7.2 registered under title no NYK371348

7.3 registered under title no NYK264413 (part of land edged green and marked No. “5” on Plan 2);

7.4 registered under title no NYK316141 (land edged blue and marked No. “6” on Plan 2).

Plan 2 can be found at Exhibit RKL1/2/7.

8. The First Claimant then proceeded to grant by way of 2 long leases of the sites within its freehold titles referred to in paragraphs 7.1 and 7.3 above: Out of its freehold title NYK419750, the First Claimant granted a 999-year lease (the “First Lease”) dated 2 June 2023 to Peveril Securities Limited, who operate a coffee and restaurant facility known as Costa Coffee (“**Costa**”); and out of its wider freehold title NYK264413, the First Claimant granted a 999-year lease (the “Second Lease”) dated 16 June 2023 to the restaurant operator, McDonald’s Restaurants Limited (“**McDonald’s**”). Both Costa and McDonald’s are demised the right of access over the service road edged yellow on Plan 2 (RKL1/2/7) from the roundabout at York Road, with the area hatched yellow being accessed solely to McDonald’s demised area under the Second Lease. Copies of the Land Registry titles and plans, the First Lease, and the Second Lease can be found from Exhibit RKL1/3/9.

9. The overall plan involved the development of Thirsk Services offering of a petrol filling station (“**PFS**”), EV charging (“**EV**”), valeting (“**Valeting**”), HGV Parking (“**HGV Park**”), grocery food offering of Budgens (“**Budgens**”), food and drinks offerings of Greggs (“**Greggs**”), Costa and McDonald’s. These different constituent elements at Thirsk Services can be seen on Plan 1 (RKL1/1/5) and Plan 2 (Exhibit RKL1/2/7) with supporting key as follows: -

9.1 PFS (within land edged red and outlined in pink) (**Plan 1 – (RKL1/1/5)**);

9.2 EV (within land edged red and outlined in orange) (**Plan 1 – (RKL1/1/5)**);

9.3 Valeting (within land edged red) (**Plan 1 – (RKL1/1/5)**);

9.4 HGV Park and Facilities (within land edged red and area outlined in black and marked No. "2" on **Plan 1 (RKL1/1/5)**) and washing/toilet facilities "Shower Block" (marked No. "1" on **Plan 1 (RKL1/1/5)**);

9.5 Budgens (within land edged red and outlined in light green) (**Plan 1 (RKL1/1/5)**);

9.6 Greggs (within land edged red and outlined in yellow) (**Plan 1 (RKL1/1/5)**);

9.7 Costa (within land edged red and outlined in dark blue) (**Plan 1 (RKL1/1/5)**);

9.8 McDonald's (within land edged purple on **Plan 2 (RKL1/2/7)**);

9.9 Service Road ("**Service Road**") (edged yellow on **Plan 2 (RKL1/2/7)**);

9.10 Undeveloped additional land ("**Undeveloped Land**") marked No. "5" and No. "6" on Plan 2 (RKL1/2/7) which, at present, there is no intention to develop.

Essentially, the Claimants operate the PFS, EV, Valeting, HGV Park, Budgens and Greggs with Costa and McDonald's being operated by Costa and McDonald's.

10. To complete the title picture and the general layout, there is to the rear of the land edged green demised to McDonald's, an area edged black and marked No. "4" on Plan 2 (RKL1/2/7). This is a local authority Caravan Site for travellers known as Bankside Close Caravan Site ("**Bankside Close**") with 16 pitches. Bankside Close is registered under title no NYK182509 in the ownership of North Yorkshire Council. The registered title of Bankside Close can be found at Exhibit RKL1/9/60. To assist the Court, I exhibit (RKL1/11/100) a screenshot of a Google Earth pictograph showing the overall layout of the PFS (represented by the words "BP"), McDonalds, Costa (described as 'Costa Drive Thru'), the layout of the roads including Bankside Close and roundabout at York Road.
11. For ease of reference, in the remainder of this witness statement and as adopted in the other two statements of Andrew Caddick and David Ablott, as appropriate, I have described the area edged red on Plan 1 (RKL1/1/5) where the PFS, EV, Valeting, HGV Park, Budgens, and Greggs are situated together as the "**Land**", as that is where the incidences and actions of the Persons Unknown have had the most impact. Mr Caddick explains that during development of Thirsk Services, there were some incidences on Costa and McDonald's sites but since the grant of the long leases as explained above in paragraph 8, Costa and McDonald's now run their own sites and are responsible for their own security arrangements.

12. Dealing now with how the First Claimant and Second Claimant organise and operate the business: the First Claimant and Second Claimant are part of the MFG group of companies. MFG is the UK's largest independent forecourt operator, with around 900 service station sites offering customers motor fuel services (with a dual-fossil/EV fuel strategy), valeting, retailing, 'food to go' and other services, including HGV parking and other facilities. MFG operates its service stations through either: -
- (i) a Company Owned, Franchise Operated (COFO) model, which means that MFG owns the service stations and operates the fuel sales business, whilst contract managers operate and manage the onsite retail activity on a self-employed basis. The First Claimant is the main operating company in the MFG group, and it operates these COFO sites; or
 - (ii) (generally, for sites with larger retail stores) under the alternative Company Owned, Company Operated (COCO) model, where MFG owns and operates each station, employing the station staff. These COCO sites are operated by the Second Claimant, Peregrine Retail Limited, a subsidiary of the First Claimant within the MFG group.
13. Currently, there are 27 of these "Peregrine" operated sites, all with a significantly larger store footprint than the COFO stations. This business model involving the building of HGV parking sites with welfare facilities (showers and WCs) and access to coffee and food to go availability has the potential to become increasingly attractive, especially with the Government's encouragement to develop and build such a network, and MFG is currently considering investing in existing and new sites. It currently operates 4 HGV Parks and may well develop more.
14. In terms of site ownership, title to sites is held either in the name of the First Claimant (as explained in paragraph 7 above) or in the name of one of its subsidiary companies. In the case of the site at Thirsk Services, the First Claimant holds the legal title whilst Thirsk Services is operated by Peregrine under the COCO model explained above at paragraph 12. The Second Claimant occupies the Land pursuant to the Licence to Occupy at RKL1/13/130.
15. The shops at MFG's sites are supplied by Booker Retail Partners (GB) Limited ("Booker"), under arrangements which allow the use of Booker's branding and include rebate arrangements based on the amount of goods sold. The grocery shop at Thirsk Services is operated by Peregrine under Booker's "Budgens" branding. MFG also has a range of suppliers of other products and services, many of which also include rebate arrangements,

and facilities such as a Costa coffee machine, from which MFG derives income on the basis of numbers sold.

16. Apart from the grocery offering through Budgens, MFG operates its “food to go” services from its sites under franchise arrangements with food businesses. It operates the food to go offering at Thirsk Services through a franchise arrangement with Greggs, allowing it to use the “Greggs” branding.

Undertaking In Damages

17. I am advised that where the Claimants are seeking an injunction, I confirm to the Honourable Court that both the First Claimant and the Second Claimant are aware of the requirement for a cross-undertaking in damages to be given and that the First Claimant and the Second Claimant are able and willing to provide such an undertaking. I exhibit the most recent published accounts at RKL1/10/63 to show the First Claimant is able to give the cross-undertaking as aforesaid. I also exhibit the most recent published accounts at RKL1/12/101 to show the Second Claimant is able to give the cross-undertaking as aforesaid.

Alternative Service

18. As far as I’m aware, not all the Defendants enter Thirsk Services from Bankside Close, with others travelling and entering Thirsk Services from surrounding areas due to the reasons mentioned in paragraph 6 of this statement. Given this, and that to my knowledge no arrests have ever been made, it has proved impossible to identify the Defendants and identify an appropriate address for service on the Defendants.
19. Accordingly, with respect to service of the Claim form, Particulars of Claim, the Witness Statements (and associated documents), the application notice for the interim injunction (and associated documents), and the application notice for the alternative service application (and associated documents) upon which the Claimants rely in support of its claim for an injunction against the Defendants, the Claimants propose to effect service of the same by affixing in conspicuous and prominent places such as:
 - 19.1 the entrance ramp electrical cabinet at the entrance to the HGV Park,
 - 19.2 the exit ramp electrical cabinet at the exit to the HGV Park,

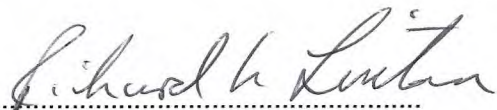
- 19.3 the left and right hand lampposts in the staff parking area,
- 19.4 the left and right hand lampposts in the customer parking area,
- 19.5 each of the 4 sets of petrol pumps,
- 19.6 two of the EV charging units,
- 19.7 the left and right hand side of the 2 bay parking area adjacent to the EV charging area,
- 19.8 entrance door to Budgens/Greggs and
- 19.9 the entrance to the HGV Park toilet and shower block

in and around the Land and uploading to <https://www.motorfuelgroup.com>, and sending to the email addresses set out in Schedule 2 of the Order for a Final Injunction, copies of the Claim Form, the Particulars of Claim and Witness Statements (including the exhibits thereto).

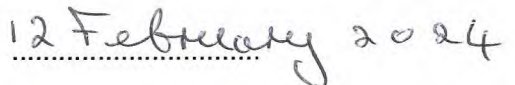
- 20. In doing so, I believe the documents will be clearly visible to the Persons Unknown, regardless of from where the Persons Unknown enter the Land where they may attempt to set up encampment and/or syphon fuel.

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.


.....

RICHARD KERR LINTON


.....

Date

CLAIM NO:

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY, TRUSTS AND PROBATE LIST (CHD)

1. First Claimant
2. RICHARD KERR
LINTON
3. First
4. Exhibit "RKL1"
5. 12 February 2024

BETWEEN

- (1) MOTOR FUEL GROUP LIMITED
- (2) PEREGRINE RETAIL LIMITED

Claimants

-and-

- (1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS
- (2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

FIRST WITNESS STATEMENT OF RICHARD KERR
LINTON

DATED

2nd June 2023

(1) MOTOR FUEL LIMITED

(2) PEVERIL SECURITIES LIMITED

LEASE

relating to Site at A170 York Road, Thirsk, North Yorkshire, YO7 3AA

PARTICULARS

Land Registry prescribed particulars

LR1. Date of Lease	2 nd June 2023
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) NYK419750; NYK264413; NYK371348</p> <p>LR2.2 Other title numbers None</p>
LR3. Parties to this Lease.	<p>Landlord MOTOR FUEL LIMITED (Company Registration Number 05206547) whose registered office is at Gladstone Place, 36-38 Upper Marlborough Road, St Albans, Hertfordshire, AL1 3UU</p> <p>Tenant PEVERIL SECURITIES LIMITED whose registered office is at High Edge Court, Heage Belper, Derbyshire, DE56 2BW (Company Number: 00516739)</p> <p><i>Other parties</i> None</p>
LR4. Property	<p>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.</p> <p>See Schedule 1</p>
LR5. Prescribed statements etc.	<p><i>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</i></p> <p>None</p>
LR6. Term for which the Property is Leased	<p>The term is as follows: 999 years from and including the date hereof</p>

K. PL

LR7. Premium	FOUR HUNDRED THOUSAND POUNDS (£400,000) exclusive of VAT
LR8. Prohibitions or restrictions on disposing of this Lease	The lease does not contain a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc.	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p> <p>None</p>
LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property	Yes see clause 4.7
LR11. Easements	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>See Schedule 2</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>See Schedule 3</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	Not applicable
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

THIS LEASE is made **BETWEEN:**

- (1) The Landlord specified in panel LR3 of the Particulars (“the Landlord”)
- (2) The Tenant specified in panel LR3 of the Particulars (“the Tenant”)

OPERATIVE PROVISIONS:

1. Interpretation

1.1 Definitions

In this Lease the following words and expressions shall where the context so admits be deemed to have the following meanings:

Access Road: means the roadway and footpaths giving access to the Property and shown edged and shaded blue on Plan 3

Common Parts: means those parts of the Estate used by the Tenant in common with other tenants and occupiers of the Estate and the Landlord and being (i) the Access Road; and (ii) the Conducting Media serving the Property in common with the remainder of the Estate but excluding any such parts as may be within the Property

Conducting Media: mean all sewers drains watercourses water mains pipes cables wires channels gutters attenuation tanks ducts flues conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting media and associated equipment for the provision of Utilities

Deed of Easement a deed of easement dated 20 December 2021 benefitting the Estate and providing access rights made between North Yorkshire County Council (1) and Motor Fuel Limited (2)

Duct means the duct installed on the Estate shown by the dashed red line on Plan 5 and which has been installed for the sole purpose of serving (and to be utilised by) the Property in connection with the Tenant Totem;

Due Proportion: means the fair and reasonable proportion attributable to the Property based on the percentage that the gross area of the Property bears to the total gross area of all areas on the Estate capable of separate occupation (excluding the Common Parts) as the Landlord's Surveyor shall properly

Estate: means the Landlord's property registered under title numbers NYK419750 ~~and~~ NYK264413^{and NYK371348} of which the Property forms part shown edged and shaded red on Plan 1 *AKL*

Excluded Disposal: a transfer or lease granted of part or parts of the Property (and/or the grant of easements and/or wayleaves) to (i) a highways authority to comply with highway requirements or in connection with the adoption or dedication of public highway or (ii) to a utilities company for an electricity substation(s), gas governor, sewage or water pumping

station or other similar matters for the provision of services or (iii) to dedicate any part or parts of the Property to a local or other public authority pursuant to a requirement in any agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990

Excluded Disposal (Access): the grant of easements and/or wayleaves to a utilities company for the provision of services to the Estate

Interest: means interest at the rate of 3% over the base rate of Barclays Bank Plc from time to time prevailing (as well after as before judgement) or such other comparable rate as the Landlord may reasonably designate if the base rate shall cease to be published

Landlord: includes all persons entitled to the reversion immediately expectant upon the determination of this Lease

Landlord's Surveyor: means a professionally qualified surveyor appointed by the Landlord to carry out duties under this Lease and who may be employed by the Landlord

Particulars: means the Land Registry prescribed particulars at the beginning of this Lease

Pollution: means pollution due to the existence at the Property before, during or on expiry of the Term of a substance which is capable of causing harm to the health of man or other living organisms supported by the environment or other interference with the ecological systems of which they form part where such substance is released into any environmental medium from the Property so that it affects the Property or the Estate

Plan: means the plan(s) attached to this Lease

Planning Acts: means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and any Act amending the same and any order instrument plan regulation permission and direction made or issued hereunder or deriving validity therefrom

Prohibited Use: means use as a quick service restaurant with or without a drive through facility whose principal business is the sale of ground beef or chicken products

Property: means the property described in Schedule 1 and refers to each and every part of the Property and includes:

- (a) all conducting media within and exclusively serving the Property;
- (b) all alterations, additions and improvements to the Property;

- (c) all machinery and plant situated within and exclusively serving the Property;

but excludes:

- (d) the Conducting Media and machinery and plant within but not exclusively serving the Property
- (e) Tenant's fixtures and fittings

Rent:	means the annual rent reserved in Clause 2.3(a)
Retained Land:	means the Estate other than the Property
Services:	means those services provided by the Landlord pursuant to Clause 4.3 hereof
Service Charge:	means the costs properly and reasonably incurred by the Landlord in providing the Services
Signs:	means any notice sign poster placard sticker promotion or advertisement whether or not illuminated including (for the avoidance of doubt) any pole sign or other freestanding sign on the Property
Utilities:	means foul and surface water drainage water gas electricity telecommunication, data, heating ventilation air conditioning and all other utilities and services
Tenant Totem:	has the meaning given to it in paragraph 5 of Schedule 2
Term:	means the term hereby granted specified in panel LR6 of the Particulars
Waste:	means waste as defined by the Waste Framework Directive (2008/98/EC)

1.2 Interpretation of restrictions

In any case where a party is placed under a restriction by reason of the covenants and conditions contained in this Lease the restriction shall be deemed to include the obligation on that party not to permit or allow the infringement of the restriction by any person claiming rights through under or in trust for that party

1.3 Clauses and clause headings

- (a) The clause and paragraph headings in this Lease are for ease of reference only and shall not be taken into account in the construction or interpretation of any covenant condition or proviso to which they refer
- (b) Reference in this Lease to a clause schedule or paragraph are references where the context so admits to a clause schedule or paragraph in the Lease and references in a schedule to a paragraph are (unless the context otherwise requires) references to a paragraph of that schedule

1.4 Singular and plural meanings

Words in this Lease importing the singular meaning shall where the context so admits include the plural meaning and vice versa

1.5 Statutes and statutory instruments

References in this Lease to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force together with all regulations made or given under it

1.6 Gender

Words in this Lease of one gender shall include all other genders and words denoting natural persons shall include corporations and vice versa

1.7 Joint obligations

Where any party comprises more than one person the obligations and liabilities of the party under this Agreement shall be joint and several obligations and liabilities of those persons

1.8 Particulars

The Particulars form part of and are incorporated into this Lease

2. The Demise

In consideration of the Premium paid by the Tenant to the Landlord (receipt of which the Landlord acknowledges) and the covenants contained in this Lease:

2.1 the Landlord **DEMISES** with full title guarantee to the Tenant:

- (a) **ALL** the Property
- (b) **TOGETHER WITH** (for the benefit of the Tenant, its successors in title, its occupiers, and anyone at the Property authorised by them) the rights as stated in Schedule 2
- (c) **EXCEPT AND RESERVING** to the Landlord as stated in Schedule 3
- (d) **AND SUBJECT** as stated in Schedule 4

2.2 **TO HOLD** for the Term

2.3 the Tenant **PAYING**

- (a) the Rent of one peppercorn per annum (if demanded)
- (b) the money payable by the Tenant under Clause 3.3 as from the date hereof

3. Tenant's Covenants

THE TENANT COVENANTS with the Landlord (until such time as it shall lawfully assign this Lease) as follows:

3.1 Rent

- (a) To pay the Rent (if demanded) on the same date in each year of the Term as the date hereof
- (b) If any monies due under this Lease shall remain unpaid 21 days after they shall have become due then to pay Interest on such monies as from the date they became due until they are paid to the Landlord

3.2 Rates and Outgoings

To pay all general rates and all existing and future rates taxes charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which are now or may at any time hereafter during the Term be payable charged or assessed on and are directly attributable to the Property or the owner or occupier of the Property excluding any such occasioned by any disposition or dealing with or ownership of any estate or interest expectant in reversion of the Term or such as may be levied on the Landlord in respect of any trade activity or profit therein of the Landlord

3.3 Service charge

To pay to the Landlord as rent within 28 days of written demand the Due Proportion of any Service Charge.

3.4 Repair, Maintenance and Alterations

- (a) to keep the Premises and all tenant's and trade fixtures in tenantable repair and condition;
- (b) at all times to keep the Premises clean and tidy and ensure that all waste and rubbish is cleared from the exterior of any building erected on the Premises and placed in appropriate waste facilities;
- (c) to make good all defects affecting the Premises for which the Tenant is responsible within 28 days after the Landlord serves a schedule of dilapidations on the Tenant;
- (d) to take any action that the Landlord may properly and reasonably require in respect of any defects in the Premises which might give rise to a duty or liability on the part of the Landlord under the Defective Premises Act 1972, any other statutory provision or at common law;

3.5 Yield up

At the end or sooner determination of the Term:

- (a) to yield up to the Landlord the Property with vacant possession and repaired and otherwise in accordance with the Tenant's covenants contained in this Lease;
- (b) to remove all refuse, tenant's fixtures and fittings and signs erected by the Tenant;

3.6 Restriction on User

- (a) Not to use the Property for the Prohibited Use
- (b) Not to use the Property for the sale or distribution (or otherwise making available) of petroleum, diesel, hydrogen, liquid petroleum gas, electricity or any other fuel for the powering of vehicles and not to install or permit the installation at the Property of any electric vehicle charging point or facility unless required by law

- (c) Not to store at the Property any specially inflammable explosive or combustible substance other than in reasonable quantities appropriate to the Tenant's business
- (d) Not to use the Property for any dangerous trade or business nor for any illegal or immoral act or purpose nor for any activity which causes an actionable nuisance or damage to the Landlord or others on the Estate
- (e) Not to hold any sales by auction on the Property
- (f) Not to hold in or on the Property any exhibition or public meeting
- (g) Not to obstruct at any time the Access Road, footpaths, accessways or service areas situated on the Estate
- (h) Not to overload or permit (other than in accordance with a process permitted at law and in accordance with all relevant consents and licences) any deleterious, dangerous or harmful matter or substance or which may cause an obstruction or damage to be discharged into the Conducting Media within or serving the Property and, in the event of such obstruction or damage immediately to remove and make good the caused to the reasonable satisfaction of the Landlord

3.7 Compliance with statutes

Without prejudice to the Landlord's obligations hereunder to comply with the provisions of all statutes and instruments made under them for the time being in force and requirements of any competent authority relating to the Property or anything done in or upon it by the Tenant

3.8 Compliance with Planning Acts

To perform and observe all the provisions and requirements of the Planning Acts in relation to the Property to the extent that they fall within the Tenant's obligations hereunder and to obtain any consent which may be requisite by reason of the development of or on the Property by the Tenant

3.9 Indemnities

To be responsible for and to keep the Landlord fully indemnified against all proper damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

3.10 Title Matters

At all times during the Term to observe and perform all the covenants and other matters mentioned and referred to in Schedule 4 so far as they relate to and affect the Property and are subsisting and capable of being enforced

3.11 Value added tax

Subject to the provision of a valid value added tax invoice addressed to the Tenant, to pay any value added tax lawfully imposed upon and added to any fee charge cost or expense in respect of goods and services supplied by or on behalf of the Landlord under or in connection with this Lease save insofar as the Landlord is able to reclaim the same as an input

3.12 Registration Requirements

Promptly following completion of this Lease or any assignment of this Lease (i) to lodge or procure that there is lodged at the Land Registry an application to register the relevant document; (ii) to ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly; (iii) to procure that within one month after completion of such registration a certified copy of the title information document is sent to the Landlord; and and the Landlord will not be liable to the Tenant for any failure by the Tenant to comply with its registration obligations in this Clause 3.12;

3.13 Insurance

To insure or procure the insurance of the Property in the full value thereof against such risks as the Tenant shall in its sole discretion from time to time determine and to supply details of such insurance to the Landlord as soon as reasonably practicable on a written demand but not more frequently than once in every year provided that in the event of damage to the Property by an insured or uninsured risk the Tenant will be entitled at its option not to reinstate the buildings at the Property but to demolish them so as to leave the Property as a clear site in a neat and tidy condition.

3.14 Dealings

- (a) Not to assign or charge any part or parts (as opposed to the whole) of the Property;
- (a) prior to any assignment of the whole of the Property to procure that the intended assignee covenants directly with the Landlord to perform and observe the covenants on the part of the Tenant contained in this Lease at all times that the estate created by this Lease is vested in the intended assignee;
- (b) prior to any underlease of whole or part of the Property for a term in excess of 35 years (save where it is to provide for an Excluded Disposal), to procure that the underlessee and any guarantor of the underlessee's obligations covenant directly with the Landlord to perform and observe the covenants on the part of the Tenant contained in this Lease insofar as they relate to the Premises or the part of the Premises so let (other than the payment of the Rents);
- (c) every underlease shall contain a covenant by the underlessee prohibiting the underlessee from doing or suffering any act or thing upon or in relation to the Property inconsistent with, or in breach of, the provisions of this Lease;
- (d) within one month after any assignment of the whole of the Property to produce to the Landlord's solicitors a certified copy of the relevant document and pay the Landlord's solicitors reasonable registration fee.

4. Landlord's Covenants

THE LANDLORD COVENANTS with the Tenant as follows:

4.1 Quiet enjoyment

That the Tenant may lawfully and peaceably enjoy the Property throughout the Term without any lawful suit eviction or interruption by the Landlord or by any person lawfully claiming through under or in trust for the Landlord or by title paramount

4.2 Services

- (a) The Services are (i) the cleaning, maintenance, repair (in good repair and condition) and continued renewal and management of the Access Road and all lighting and signage associated with it (and the provision of lighting, insurance and the compliance with legislation relating to it); and (ii) the maintenance, repair (in good repair and condition) and continued renewal of the Conducting Media, the provision of insurance and the compliance with legislation relating to it);
- (b) The Landlord shall provide the Services in an economic and efficient manner as reasonably and properly required and in accordance with the principles of good estate management throughout the Term;
- (c) The Landlord shall not be liable to the Tenant for any failure to provide the Services unless and until the Tenant shall have served notice on the Landlord of such failure and the Landlord shall not have remedied such failure within such reasonable time as may be specified in such notice.
- (d) Any disputes as to the Service Charge may be referred by either party to an independent expert who shall be appointed in the absence of agreement on the application of either party by the President of the Royal Institution of Chartered Surveyors.
- (e) The Landlord shall permit the Tenant on request to inspect and take copies of all invoices receipts vouchers and other relevant documents in connection with the provision of the Services and the calculation of the Service Charge.
- (f) Should the Landlord fail to satisfactorily comply with its obligations in respect of provision of the Services, then the Tenant and all persons authorised by the Tenant may (without prejudice to any other remedies available to the Tenant) enter on to the Estate and the Access Road as reasonably required to execute any relevant works to rectify any breach of the Landlord and the cost (together with any associated fees) incurred by the Tenant will be repaid by the Landlord to the Tenant as a contractual debt.
- (g) In providing the Services the Landlord shall at all times procure that the provisions, restrictions and obligations of the Deed of Easement are complied with and the Landlord shall indemnify the Tenant against any liability for breach of the same. The Landlord shall also be liable for any Additional Consideration payable and as defined under the Deed of Easement and shall indemnify the Tenant against all and any liability for the same;
- (h) Save from an Excluded Disposal (Access), the Landlord shall not transfer or dispose of the Access Road (or any part of) without first procuring that such disponent enters into a direct deed of covenant with the Tenant (in a form previously approved by the Tenant acting reasonably) to perform and observe the obligations of the Landlord contained in this clause 4.2 (including an obligation to procure a further deed of covenant on disposal in accordance with this clause (g) (with the same being provided to the Tenant).
- (i) The Tenant applies to register the following restriction in the proprietorship register of the Estate and the Landlord consents to the entry of the restriction:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 4.2 (h) of a lease of the property dated _____ made between Motor Fuel Limited (1) and Peveril Securities Limited (2) have been complied with or do not apply to the disposition."

4.3 Access Road and Duct

Not to obstruct (or permit the obstruction of) the Access Road at any time and not to remove, damage, build over or alter the Duct (or any Conducting Media therein from time to time) nor obstruct access thereto or the exercise of rights in respect of it as granted pursuant to Schedule 2 at any time.

PROVIDED ALWAYS THAT the Landlord may (at its own cost), at its reasonable discretion in the case of redevelopment of the Estate, re-route or replace the Duct and the rights granted pursuant to Schedule 2 in respect of the Duct shall then apply in relation to the Duct as re-routed or replaced (but in re-routing or replacing Duct the Landlord shall at all times use its reasonable endeavours to ensure that any services running through the Duct are maintained to the Tenant Totem (which may be achieved by temporary means) and that their capacity is not materially affected to the detriment of the Tenant).

4.4 Exercising rights

In exercising its rights relating to the Property the Landlord shall (except in an emergency):

- (a) give reasonable prior written notice (of not less than 48 hours) and consult with the Tenant before exercising its rights
- (b) cause (and ensure that those exercising the rights on its behalf cause) as little inconvenience obscuring of visibility of the Property or the Signs or disturbance or damage to the Tenant and occupiers of the Property their business or the Property as is reasonably possible; and
- (c) do so for as short a time as reasonably possible and make good all damage caused at the cost of the Landlord as quickly as reasonably possible to the reasonable satisfaction of the Tenant.

5. **Provisos**

THE PARTIES AGREE to the following provisos:

5.1 Exclusion of Representations and Warranties

- (a) The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease or made by the Landlord's solicitors in written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.
- (b) The Landlord does not warrant that the Tenant's intended use of the Property is lawfully permitted under the Planning Acts.

5.2 No Compensation

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Property is excluded to the extent allowed by law.

5.3 Rights and Easements

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease, the only rights granted to the Tenant are those set out in this Lease and the Tenant is not entitled to any other rights affecting any adjoining property.

5.4 Landlord's Liability

(Subject to the provisions of clause 4.2(g) having first been complied with) The Landlord ceases to be liable in respect of its covenants contained in this Lease after it has disposed of its interest in the reversion immediately expectant on the determination of the Term.

5.5 Notices

Any notice served in connection with this Lease shall be in writing and be properly served if compliance is made with the provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) save that any notice to be served on the Tenant shall not be validly served unless it is also sent to its registered office stated above or otherwise notified to the Landlord

5.6 Limit of Indemnities

If and whenever the Tenant affords to the Landlord an indemnity under this Lease the Landlord shall use all reasonable endeavours to mitigate all liabilities arising from any costs claims demands actions expenses or proceedings and the Landlord shall not pay settle or compromise any such liabilities without the Tenant's written consent (such consent not to be unreasonably withheld or delayed)

5.7 Jurisdiction

The Lease shall be governed by construed in accordance with the laws of England

5.8 Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Lease. No person who is not a party to this Lease (including any employee officer agent representative or sub-contractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Lease which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.

EXECUTED as a deed by the parties hereto and delivered on the date of this document

SCHEDULE 1

DESCRIPTION OF THE PROPERTY

1. All that property known as Site at A170 York Road, Thirsk shown edged and shaded red on Plan 2

SCHEDULE 2

RIGHTS GRANTED TO THE TENANT

1. A right of free and uninterrupted passage of Utilities to and from any part of the Property (and/or the Tenant Totem, if applicable) through the Conducting Media as are now or will be during the Term in upon or under the Retained Land but not so as to overload the same and the right to require the Landlord to enter into such wayleave agreements with the suppliers thereof as the Tenant may reasonably require (in terms approved by the Landlord, acting reasonably and at the cost of the Tenant) together with the right to construct and connect into any such Conducting Media on the Retained Land but not so as to overload the same and also the right to install new Conducting Media in on or under the Access Road and/or the remainder of the Retained Land in locations approved by the

Landlord (such approval not to be unreasonably withheld or delayed to the installation of new Conducting Media within the Access Road and which is deemed agreed and approved and permitted in respect of the installation of new Conducting Media through the Duct) as required to serve the Property and/or the Tenant Totem as the Tenant may require, in all cases the person exercising such right causing as little damage or disturbance as possible to the Landlord or its occupiers of the Retained Land or the business being carried on thereon and making good any damage occasioned to the Retained Land by the exercise of this right

2. A right of way (in common with all others having the same right) at all times for all purposes connected with the use or enjoyment of the Property to pass and repass with or without vehicles over the Access Road as are reasonably intended for such purpose
3. A right to enter the Retained Land at reasonable times and on reasonable prior notice (except in emergency) with or without workmen for the purpose of inspecting maintaining decorating installing and constructing (in accordance with paragraph 1 of this Schedule above) altering repairing or renewing the Property, the Tenant Totem (if applicable) and any Conducting Media serving the same making good all physical damage caused the person exercising such right causing as little damage or disturbance as reasonably possible to the Landlord or its occupiers of the Retained Land or the business being carried on upon the Retained Land and promptly making good any damage occasioned to the Retained Land by the exercise of this right
4. A right of support and protection at all times from the Retained Land
5. Either (a) Subject to obtaining and maintaining all local authority consents which may be required and to keeping such totem signage in good and substantial repair and condition, a right to install and maintain (alter and thereafter replace and renew) totem signage (including a concrete base for the installation of the same) ("the **Tenant Totem**") within the Estate in the position shown edged and shaded orange on Plan 4 and the right to connect the same to Conducting Media pursuant to the rights granted in paragraph 1 of this Schedule; or (b) prior to the installation (and completion) of a Tenant Totem, a right to be represented on any totem signage of the Landlord (and/or any party occupying and trading from the petrol filling station) at the Estate from time to time installed (but for the avoidance of doubt whilst at the date of this Lease such totem signage is intended to be installed by the Landlord as previously disclosed, the installation and retention of any such totem signage for the purposes of this sub paragraph (b) in the future shall be at the sole discretion of the Landlord)

SCHEDULE 3

EXCEPTIONS AND RESERVATIONS

There are reserved out of the Property for the benefit of the Retained Land:

1. The right of support for the Retained Land (and all buildings on it) from the Property (and all buildings on it)
2. A right of free and uninterrupted passage of Utilities from and to the Retained Land through the Conducting Media commonly used for those purposes now in upon or under the Property but not so as to overload the same together with the right to enter upon the Property upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to inspect, cleanse, renew and maintain the Conducting Media, the person exercising such right causing as little damage or disturbance as reasonably possible to the Tenant or the business being carried on upon the Property and promptly making good any damage occasioned to the Property by the exercise of this right.

3. The right to enter and remain upon so much as is reasonably necessary of the Property at reasonable times and on reasonable notice (save in emergency) with or without workmen, plant and equipment to (a) ascertain whether the Tenant has complied with the Tenant's obligations under this Lease; or (b) exercise the rights reserved by this Lease and to comply with the obligations of the Landlord under this Lease.
4. The right to all rights of light and air and all other legal or equitable easements and rights belonging to or enjoyed by any other property.
5. The right to build on, alter, add to, redevelop or extend in any way any adjoining premises owned by the Landlord or to permit the owner of any adjoining premises to do so in relation to their property provided that the use and enjoyment of the Property and the rights granted hereunder for the benefit of the Property are not materially and adversely affected.

SCHEDULE 4

MATTERS TO WHICH THE PROPERTY IS SUBJECT

The covenants stipulations and other matters referred to in the documents (if any) particulars of which are mentioned below the Property and Charges Registers of Title Numbers NYK419750 as at 29 November 2021 at 09:28:33 and NYK264413 as at 29 November 2021 at 09:30:15. *and*

NYK371348 as at 29 November 2022 at 15:06:14.

XLG

Executed as a Deed (but not delivered until the date of this Deed) by **MOTOR FUEL LIMITED**

acting by

.....

Full Name (Director/Attorney)

.....

Signature of Director/Attorney

in the presence of:

.....

Full Name (Witness)

.....

.....

.....

Address

.....

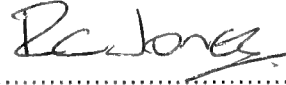
Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **PEVERIL SECURITIES LIMITED**

acting by

RALPH JONES

Full Name (Director/Attorney)



Signature of Director/Attorney

in the presence of:

J. Sellers

Full Name (Witness)

71 EDENSOR DRIVE

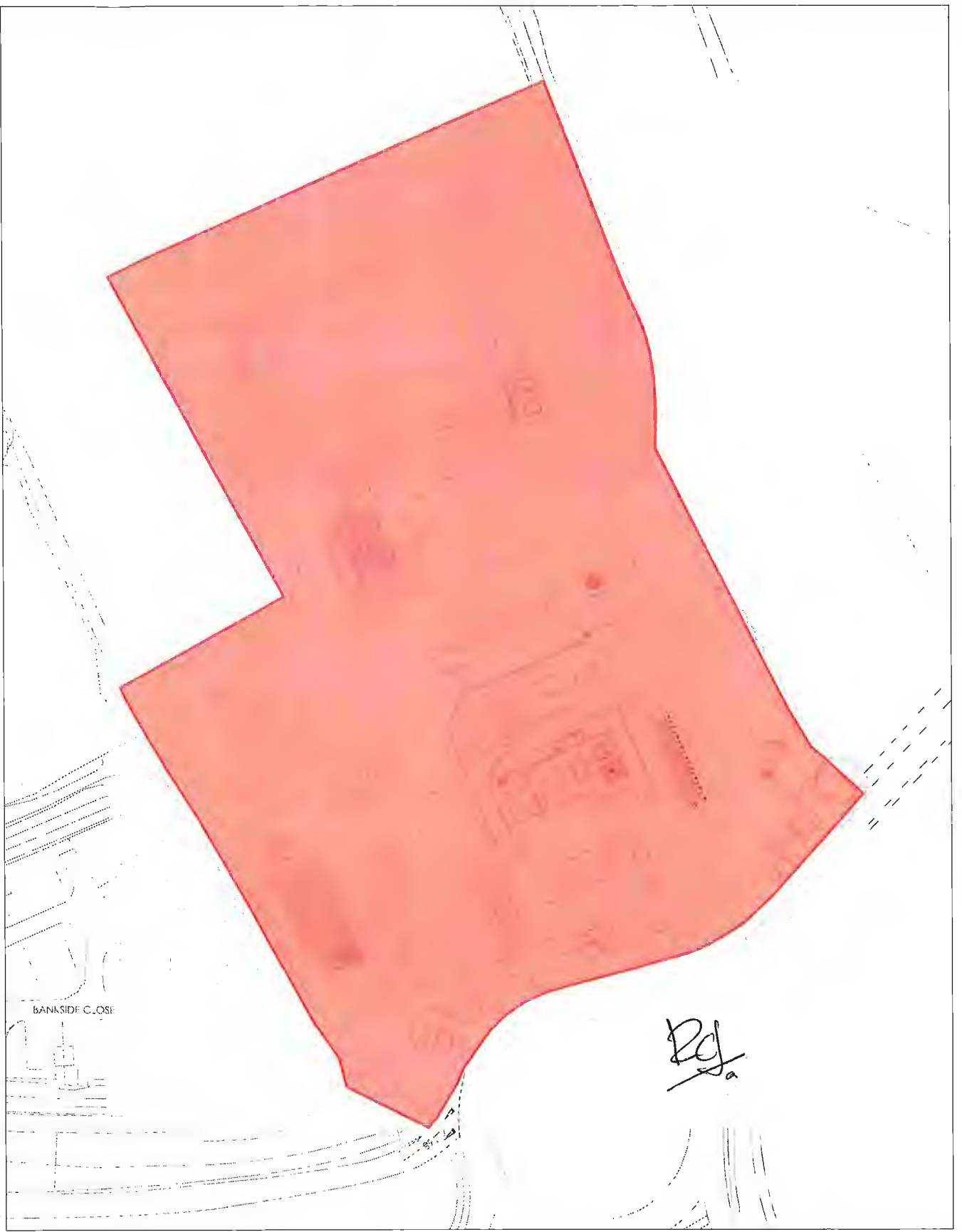
BELPER

DESO. ILL.

Address



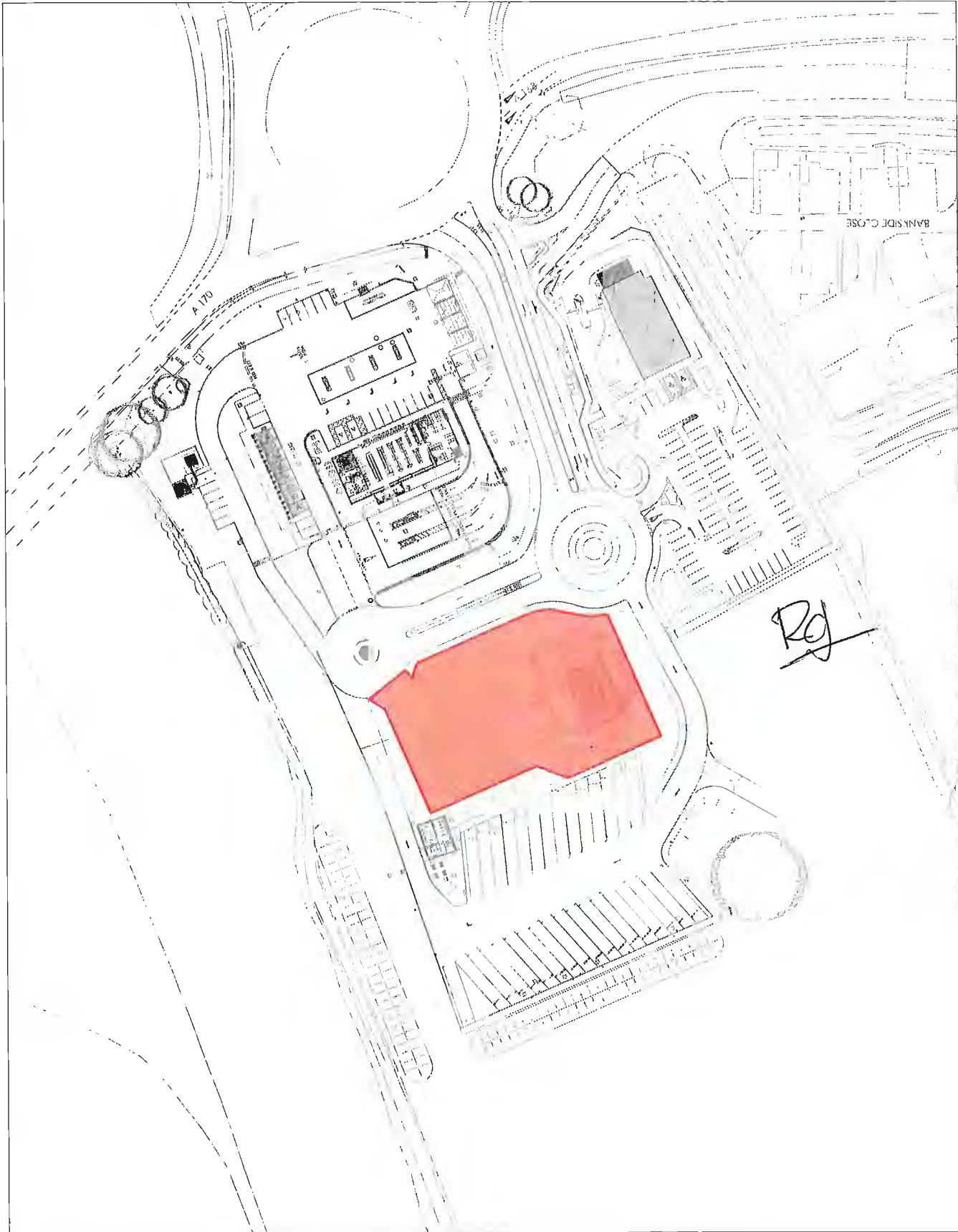
Signature of Witness



Estate Boundary
Scale 1:500

LEGAL

<p>Wyeth Projects Services 36-38 Upper Marlborough Road St Albans, AL1 3UJ</p>	<p>mfg 36-38 Upper Marlborough Road St Albans, AL1 3UJ</p>	<p>CLIENT - NTH York Road (A170) Thirsk YO7 3BT</p>	<p>DATE 28/02/22</p>	<p>NO 28/02/22</p>	<p>BY [Signature]</p>	<p>DESCRIPTION Planning application</p>
<p>Project Location Thirsk - NTH York Road (A170) Thirsk YO7 3BT</p>						
<p>Site Name Estate Plan</p>						
<p>Date March 2022</p>						
<p>Scale 1:500</p>						
<p>Project Reference WPC-MFG-428-LE-02</p>						
<p>Sheet A1</p>						



CURT
DATE: 14/03/2023
BY: MS
DESCRIPTION: Drawing record



Gladstone Road
36-38 Upper Marlborough Road
St Albans, AL1 3JU

Client:
Thursk - NTI
York Road (A170)
Thursk, YO7 3BT

DRAWN:
Costa
Legal Plans
Let Premises Boundary

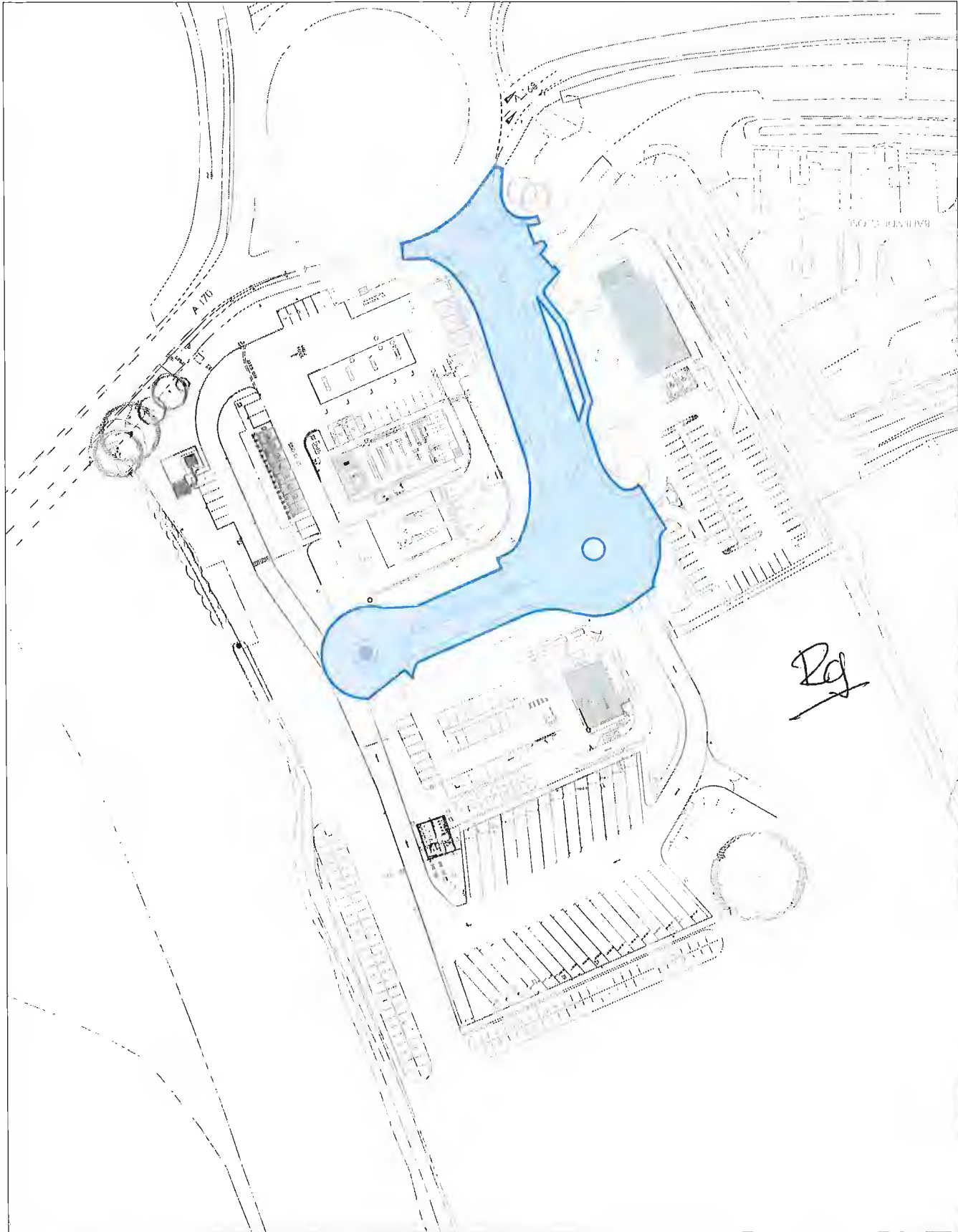


The City Street, Amblesley Court,
Crest Works, Amblesley, Leamington Spa,
CV34 6JF, Warwickshire, UK
Tel: +44 (0)1454 432106
Email: enquiries@wyeth.com
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Scale: 1:500
Date: March 2023
Project No: WPS-MFG-428-LE-05
Rev: A1

LEGAL

Let Premises Boundary
Scale 1:500



PROJECT: MK Access Road Boundary, proposed to the Costa Access Road
 DATE: 14/03/2022
 DRAWN BY: [Name]
 CHECKED BY: [Name]

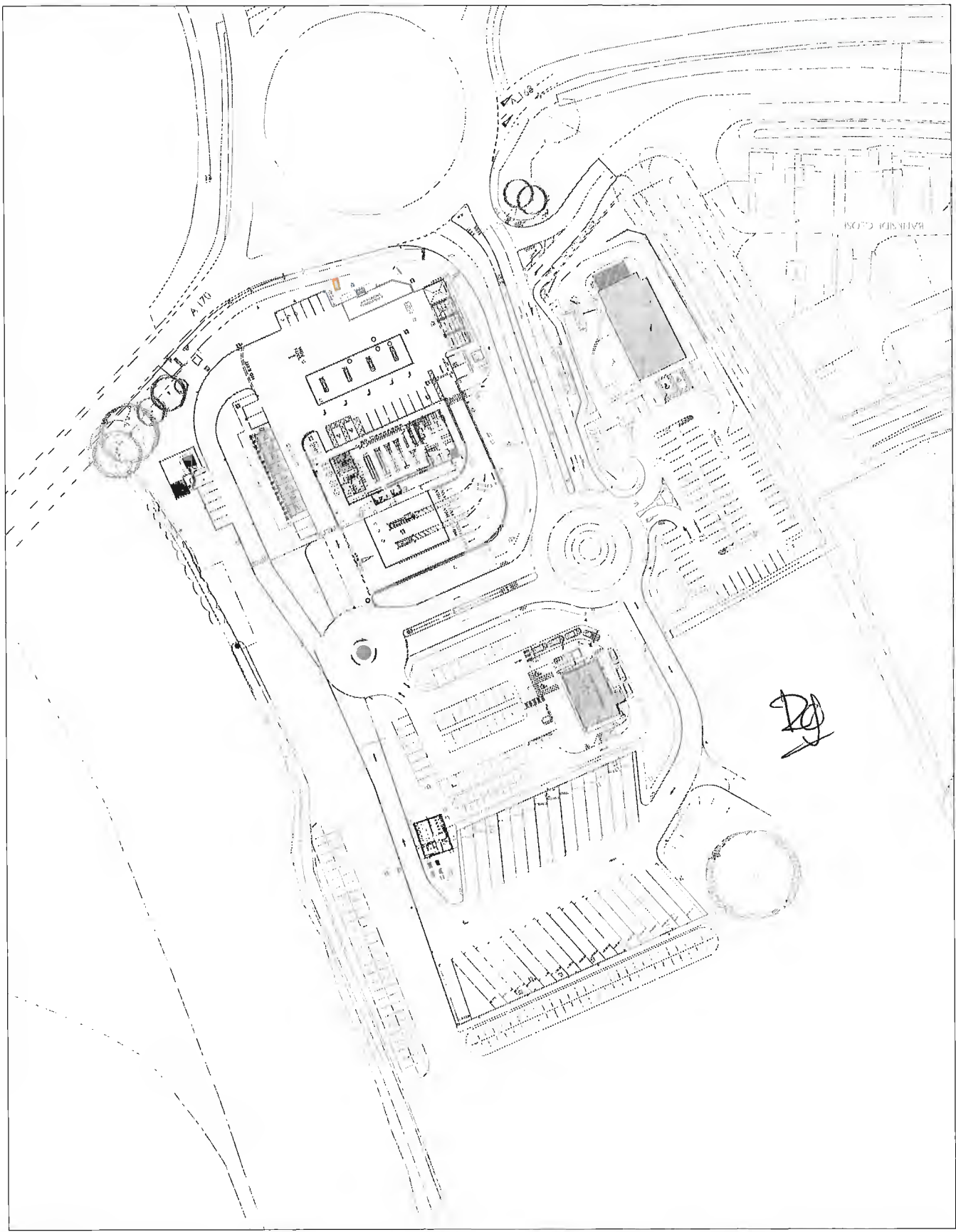
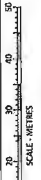
mfg
 Gladstone Road
 36-38 Upper Marlborough Road
 St Albans, AL1 3UU

PROJECT NO: MK
 CLIENT: Thrusk - MK
 ADDRESS: York Road (A170)
 Thrusk, YO7 3BT

DRAWING NO: Costa
 DRAWING TITLE: Legal Plans
 DRAWING SUB-TITLE: Access Road Boundary

Wyeth
 Projects Services Ltd
 The City Street, Ashbury Court,
 4th Floor, Ashbury Court,
 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Access Road Boundary
 Scale 1:500



PROJECT: COSTA TOTEM LOCATION
DATE: MARCH 2022

CLIENT: mfg
Gladstone Road
36-38 Upper Warborough Road
St Albans, AL1 3UU

PROJECT: COSTA TOTEM LOCATION
DATE: MARCH 2022

CLIENT: Costa
Legal Plans
Totem Location

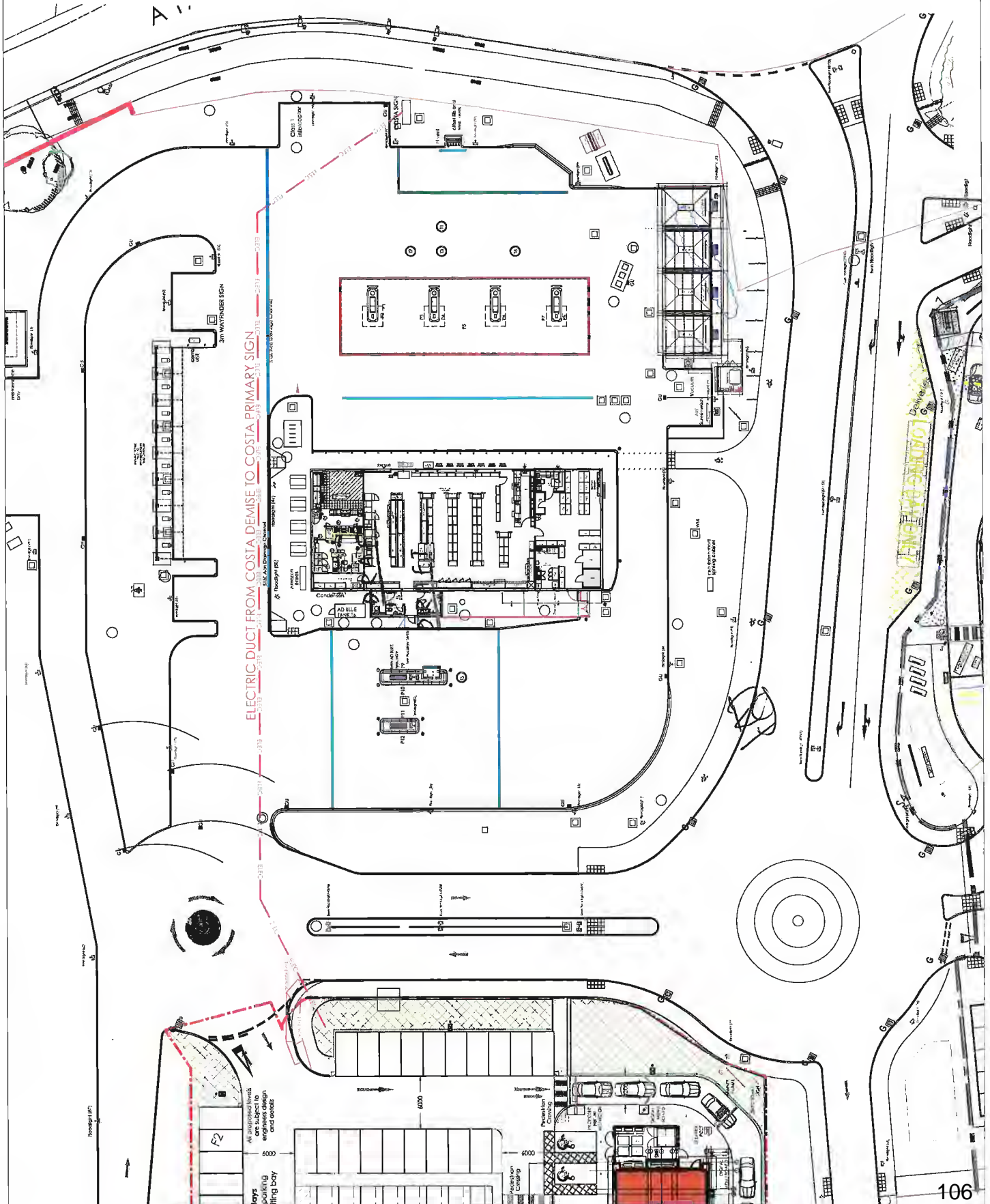
wyeth
Projects Services Ltd. tel: 01483 432004
Email: enquiries@wyethprojects.com
The City Road, Ambridge Court,
Great St. Mary, London, England, EC4A 3DF

DATE: MARCH 2022
SCALE: 1:500
DRAWN BY: MJS
CHECKED BY: AT
PROJECT: WPS-MFG-428-LE-06

LEGAL

Totem Location
Scale 1:500

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<p>mfg</p> <p>MOTOR FUEL LTD, GLADSTONE PLACE 95-98 UPPER MARLBOROUGH ROAD STALHEAN, HERTS, AL11 2DU</p> <p>PROJECT NO: 200 SOWERBY - NT YORK ROAD (A170) THIRSK, YOT 3BT</p> <p>PROPOSED SITE PLAN COSTA SIGNAGE DUCT</p> <p>wyeth Progress Services 14th Floor, 100 Broad Street, London E14 4JF, United Kingdom Tel: +44 (0)20 7491 4100 www.wyethprogress.com</p> <p>© The drawings are copyright of WYETH PROJECTS SERVICES Ltd.</p>	<p>Scale: 1:500 Date: July 2022 Drawn by: GKY Checked by: A1 Project No: MFG-038-CL9 Sheet No: A</p>
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DATED 16 JUNE 2023

(1) MOTOR FUEL LIMITED

(2) McDONALD'S RESTAURANTS LIMITED

LEASE

relating to McDonald's Restaurant, A170 York Road, Thirsk, North
Yorkshire, YO7 3AA

PARTICULARS

Land Registry prescribed particulars

LR1. Date of Lease	16 JUNE 2023.
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) NYK264413</p> <p>LR2.2 Other title numbers NYK419750 and NYK371348</p>
LR3. Parties to this Lease.	<p>Landlord MOTOR FUEL LIMITED (Company Registration Number 05206547) whose registered office is at Gladstone Place, 36-38 Upper Marlborough Road, St Albans, Hertfordshire, AL1 3UU 3TX</p> <p>Tenant McDONALD'S RESTAURANTS LIMITED whose registered office is at 11-59 High Road East Finchley London N2 8AW (Company Number: 1002769)</p> <p><i>Other parties</i> None</p>
LR4. Property	<p>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.</p> <p>See Schedule 1</p>
LR5. Prescribed statements etc.	<p><i>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</i></p> <p>None</p>
LR6. Term for which the Property is Leased	<p>The term is as follows: 999 years from and including the date hereof</p>

10
Bridget
PM
LLP.

LR7. Premium	SEVEN HUNDRED THOUSAND POUNDS (£700,000) exclusive of VAT
LR8. Prohibitions or restrictions on disposing of this Lease	The lease does not contain a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc.	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p> <p>None</p>
LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property	Yes see clause 4.7
LR11. Easements	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>See Schedule 2</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>See Schedule 3</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	Not applicable
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

THIS LEASE is made **BETWEEN:**

- (1) The Landlord specified in panel LR3 of the Particulars (“the Landlord”)
- (2) The Tenant specified in panel LR3 of the Particulars (“the Tenant”)

OPERATIVE PROVISIONS:

1. Interpretation

1.1 Definitions

In this Lease the following words and expressions shall where the context so admits be deemed to have the following meanings:

Access Road: means the roadway giving access to the Property and shown edged and shaded blue on Plan 3

Agreement for Lease: means the agreement made between the Landlord (1) and the Tenant (2) and dated 29 July 2022

Common Parts: means those parts of the Estate used by the Tenant in common with other tenants and occupiers of the Estate and the Landlord and being (i) the Access Road and (ii) the Conducting Media serving the Property in common with the remainder of the Estate but excluding any such parts as may be within the Property

Conducting Media: mean all sewers drains watercourses water mains pipes cables wires channels gutters attenuation tanks ducts flues conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting media and associated equipment for the provision of Utilities

Due Proportion: means the fair and reasonable proportion attributable to the Property as the Landlord’s Surveyor shall properly and reasonably determine

Estate: means the Landlord’s property registered under title numbers NYK371348, NYK419750 and NYK264413 shown edged and coloured red on Plan 2 of which the Property forms part

Interest: means interest at the rate of 3% over the base rate of Barclays Bank Plc from time to time prevailing (as well after as before judgement) or such other comparable rate as the Landlord may reasonably designate if the base rate shall cease to be published

Landlord: includes all persons entitled to the reversion immediately expectant upon the determination of this Lease

Landlord’s Surveyor: means a professionally qualified surveyor appointed by the Landlord to carry out duties under this Lease and who may be employed by the Landlord

Particulars:	means the Land Registry prescribed particulars at the beginning of this Lease
Plan:	means the plan(s) attached to this Lease
Planning Acts:	means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and any Act amending the same and any order instrument plan regulation permission and direction made or issued hereunder or deriving validity therefrom
Prohibited Use:	means use as a quick service restaurant with or without a drive through facility whose principal business is the sale of ground beef or chicken products
Property:	means the property described in Schedule 1 and refers to each and every part of the Property and includes: <ul style="list-style-type: none"> (a) all conducting media within and exclusively serving the Property; (b) all alterations, additions and improvements to the Property; (c) all machinery and plant situated within and exclusively serving the Property; <p>but excludes:</p> <ul style="list-style-type: none"> (d) the Conducting Media and machinery and plant within but not exclusively serving the Property (e) Tenant's fixtures and fittings
Rent:	means the annual rent reserved in Clause 2.3(a)
Retained Land:	means the Estate other than the Property
Services:	means those services provided by the Landlord pursuant to Clause 4.3 hereof
Service Charge:	means the costs properly and reasonably incurred by the Landlord in providing the Services PROVIDED THAT the amount of any Service Charge shall not be increased or altered by reason only that at any relevant time any part of the Estate may be vacant or occupied by the Landlord or that any tenant or other occupier of another part of the Estate may default in payment of his due proportion of the Service Charge
Signs:	means any notice sign poster placard sticker promotion or advertisement whether or not illuminated including (for the avoidance of doubt) any pole sign or other freestanding sign on the Property

Utilities: means foul and surface water drainage water gas electricity telecommunication heating ventilation air conditioning and all other utilities and services

Term: means the term hereby granted specified in panel LR6 of the Particulars

1.2 Interpretation of restrictions

In any case where a party is placed under a restriction by reason of the covenants and conditions contained in this Lease the restriction shall be deemed to include the obligation on that party not to permit or allow the infringement of the restriction by any person claiming rights through under or in trust for that party

1.3 Clauses and clause headings

(a) The clause and paragraph headings in this Lease are for ease of reference only and shall not be taken into account in the construction or interpretation of any covenant condition or proviso to which they refer

(b) Reference in this Lease to a clause schedule or paragraph are references where the context so admits to a clause schedule or paragraph in the Lease and references in a schedule to a paragraph are (unless the context otherwise requires) references to a paragraph of that schedule

1.4 Singular and plural meanings

Words in this Lease importing the singular meaning shall where the context so admits include the plural meaning and vice versa

1.5 Statutes and statutory instruments

References in this Lease to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force together with all regulations made or given under it

1.6 Gender

Words in this Lease of one gender shall include all other genders and words denoting natural persons shall include corporations and vice versa

1.7 Joint obligations

Where any party comprises more than one person the obligations and liabilities of the party under this Agreement shall be joint and several obligations and liabilities of those persons

1.8 Particulars

The Particulars form part of and are incorporated into this Lease

2. The Demise

In consideration of the Premium paid by the Tenant to the Landlord (receipt of which the Landlord acknowledges) and the covenants contained in this Lease:

- 2.1 the Landlord **DEMISES** to the Tenant:
- (a) **ALL** the Property
 - (b) **TOGETHER WITH** the rights as stated in Schedule 2
 - (c) **EXCEPT AND RESERVING** to the Landlord as stated in Schedule 3
 - (d) **AND SUBJECT** as stated in Schedule 4
- 2.2 **TO HOLD** for the Term
- 2.3 the Tenant **PAYING**
- (a) the Rent of one peppercorn per annum (if demanded)
 - (b) the money payable by the Tenant under Clause 3.3 as from the date hereof

3. Tenant's Covenants

THE TENANT COVENANTS with the Landlord (until such time as it shall lawfully assign this Lease) as follows:

3.1 Rent

- (a) To pay the Rent (if demanded) on the same date in each year of the Term as the date hereof
- (b) If any monies due under this Lease shall remain unpaid 14 days after they shall have become due then to pay Interest on such monies as from the date they became due until they are paid to the Landlord

3.2 Rates and Outgoings

To pay all general rates and all existing and future rates taxes charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which are now or may at any time hereafter during the Term be payable charged or assessed on and are directly attributable to the Property or the owner or occupier of the Property excluding any such occasioned by any disposition or dealing with or ownership of any estate or interest expectant in reversion of the Term or such as may be levied on the Landlord in respect of any trade activity or profit therein of the Landlord

3.3 Service charge

To pay to the Landlord as rent within 28 days of written demand the Due Proportion of any Service Charge.

3.4 Yield up

At the end or sooner determination of the Term to yield up to the Landlord the Property with vacant possession PROVIDED THAT the freezer box and chiller plant at the Property shall on yield up be treated by the parties as a Tenant's fixture and may be removed from the Property by the Tenant if it so desires PROVIDED FURTHER for the avoidance of doubt the Tenant will not be required to undertake clearance or demolition works to remove any building(s) and/or structure(s) or additions erected on the Property by the Tenant during the Term

3.5 Restriction on User

- (a) Not to store at the Property any specially inflammable explosive or combustible substance other than in reasonable quantities appropriate to the Tenant's business
- (b) Not to use the Property for any dangerous or noisy trade or business nor for any illegal or immoral act or purpose nor for any activity which causes an actionable nuisance or damage to the Landlord or others on the Estate
- (c) Not to hold any sales by auction on the Property
- (d) Not to hold in or on the Property any exhibition or public meeting
- (e) Not to use the Property for the sale or distribution (or otherwise making available) of petroleum, diesel, hydrogen, liquid petroleum gas, electricity or any other fuel for the powering of vehicles and not to install or permit the installation at the Property of any electric vehicle charging point or facility unless required by law
- (f) Not to obstruct at any time the Access Road, footpaths, accessways or service areas situated on the Estate
- (g) Not to overload or permit any deleterious, dangerous or harmful matter or substance or which may cause an obstruction or damage to be discharged into the Conducting Media within or serving the Property and, in the event of such obstruction or damage immediately to remove and make good the caused to the reasonable satisfaction of the Landlord

3.6 Compliance with statutes

- (a) Without prejudice to the Landlord's obligations hereunder to comply with the provisions of all statutes and instruments made under them for the time being in force and requirements of any competent authority relating to the Property or anything done in or upon it by the Tenant
- (b) As soon as practicable after receipt to supply to the Landlord a copy of any permission notice order or assessment or any proposal for any of them made given or issued to the Tenant by any government department or other authority and also without delay to take all reasonable or necessary steps to comply with such notice or order to the extent that they fall within the Tenant's obligations hereunder

3.7 Compliance with Planning Acts

- (a) To perform and observe all the provisions and requirements of the Planning Acts in relation to the Property to the extent that they fall within the Tenant's obligations hereunder and to obtain any consent which may be requisite by reason of the development of or on the Property by the Tenant
- (b) To give full particulars to the Landlord of any notice or proposal for a notice or order or proposal for an order made given or issued to the Tenant under the Planning Acts within 14 days of the receipt of any such notice or order by the Tenant and if so required by the Landlord to produce such notice order or proposal for a notice or order to the Landlord

3.8 Waste

Not to commit any waste on or at the Property.

3.9 Indemnities

To be responsible for and to keep the Landlord fully indemnified against all proper damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

3.10 Title Matters

At all times during the Term to observe and perform all the covenants and other matters mentioned and referred to in Schedule 4 so far as they relate to and affect the Property and are subsisting and capable of being enforced

3.11 Value added tax

Subject to the provision of a valid value added tax invoice to pay any value added tax lawfully imposed upon and added to any fee charge cost or expense in respect of goods and services supplied by or on behalf of the Landlord under or in connection with this Lease save insofar as the Landlord is able to reclaim the same as an input

3.12 Rights of Light and Encroachments

- (a) Not to make any acknowledgement that the flow of light or air to the Property is enjoyed with the consent of a third party;
- (b) If any easement enjoyed by the Property is obstructed to immediately upon becoming aware of the same (or should have reasonably been aware of the same) notify the Landlord and take all steps the Landlord reasonably requires to prevent or secure the removal of the obstruction;
- (c) Not to permit any encroachment upon the Property;
- (d) If any encroachment upon the Property is made or attempted to be made to immediately upon becoming aware of the same (or should have reasonably been aware of the same) notify the Landlord and take all steps the Landlord reasonably requires to prevent such right being acquired

3.13 Registration Requirements

- (a) Promptly following completion of this Lease or any assignment of this Lease (i) to lodge or procure that there is lodged at the Land Registry an application to register the relevant document; (ii) to ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly; (iii) to procure that within one month after completion of such registration a certified copy of the title information document is sent to the Landlord; and and the Landlord will not be liable to the Tenant for any failure by the Tenant to comply with its registration obligations in this Clause 3.13;
- (b) within one month of expiry of the Term (and notwithstanding that the Term has ended), to make an application to close the registered title of this Lease and to ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly.

3.14 Insurance

To insure or procure the insurance of the Property in the full value thereof against such risks as the Tenant shall in its sole discretion from time to time determine and to supply details of such insurance to the Landlord as soon as reasonably practicable on a written demand but not more frequently than once in every year provided that in the event of damage to the Property the Tenant will be entitled at its option not to reinstate the buildings at the Property but to demolish them so as to leave the Property as a clear site in a neat and tidy condition.

4. Landlord's Covenants

THE LANDLORD COVENANTS with the Tenant as follows:

4.1 Quiet enjoyment

That the Tenant may lawfully and peaceably enjoy the Property throughout the Term without any lawful suit eviction or interruption by the Landlord or by any person lawfully claiming through under or in trust for the Landlord or by title paramount

4.2 Services

- (a) The Services are (i) the cleaning, maintenance, repair and renewal of the Access Road and all lighting and signage associated with it, the provision of lighting (during the Tenant's normal trading hours (which may be 24 hours per day 7 days per week)), insurance and the compliance with legislation; and (ii) the maintenance, repair and renewal of the Conducting Media, the provision of insurance and the compliance with legislation.
- (b) The Landlord shall provide the Services in an economic and efficient manner.
- (c) The Landlord shall not be liable to the Tenant for any failure to provide the Services unless and until the Tenant shall have served notice on the Landlord of such failure and the Landlord shall not have remedied such failure within such reasonable time as may be specified in such notice.
- (d) Any disputes as to the Service Charge may be referred by either party to an independent expert who shall be appointed in the absence of agreement on the application of either party by the President of the Royal Institution of Chartered Surveyors.
- (e) The Landlord shall permit the Tenant on request to inspect and take copies of all invoices receipts vouchers and other relevant documents in connection with the provision of the Services and the calculation of the Service Charge.
- (f) Where cost effective to do so the Landlord shall enforce the benefit of any contracts it may have against the construction team to recover the cost of repair, renewal or rebuilding of items comprised within the Landlord's Works (as defined in the Agreement for Lease) where the repair, renewal or rebuilding is necessitated by an inherent or latent defect and apply any proceeds towards the Service Charge PROVIDED ALWAYS THAT the cost of such enforcement action will be recoverable as Service Charge.
- (g) There shall be excluded from the items comprising the Service Charge:

- (i) any liability or expense that the Landlord has recovered from a third party or which can be met under any policy of insurance maintained by the Landlord (provided that the cost of recovery can be included in the Service Charge);
- (ii) all costs (including professional fees or whatsoever description) incurred by or on behalf of the Landlord in connection with the original construction of and equipping and fitting out of the Access Road (and associated signage and lighting or any or parts thereof) or Conducting Media or anything originally installed within it
- (iii) costs of renewal other than by way of repair

4.3 Maintenance of the Common Parts

At all times during the Term:

- (a) to use all reasonable endeavours to keep the Common Parts open and unobstructed, save in the event of an emergency or when works are being carried out to them (in which case a reasonable alternative shall be provided)
- (b) to keep the Common Parts well lit during the Tenant's normal trading hours (which may be 24 hours per day 7 days per week)
- (c) not to alter any of the Common Parts without the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed where such alteration will provide no less commodious arrangements), save in the event of an emergency or when works are being carried out to them (in which case a reasonable alternative shall be provided)

4.4 Exercising rights

In exercising its rights relating to the Property the Landlord shall (except in an emergency):

- (a) give reasonable prior written notice (of not less than 48 hours) and consult with the Tenant before exercising its rights
- (b) exercise its rights at reasonable times (but not during the McDonald's Period during the hours of 11.00 am to 15.00 pm and 17.00 pm to 20.00pm) and to take account of the Permitted Use and the Tenant's trading requirements
- (c) cause (and ensure that those exercising the rights on its behalf cause) as little inconvenience obscuring of visibility of the Property or the Signs or disturbance or damage to the Tenant and occupiers of the Property their business or the Property as is reasonably possible; and
- (d) do so for as short a time as reasonably possible and make good all damage caused at the cost of the Landlord as quickly as reasonably possible to the reasonable satisfaction of the Tenant

4.5 No Competing User or Advertising

For so long as there is a McDonald's restaurant on the Property:

- (a) Not to operate or allow to be used any part of the Retained Land for the Prohibited Use and not to agree to grant or grant a lease of any part of the Estate (other than the Property) on terms which permit use for the Prohibited Use

- (b) Not to permit any advertising at the Estate by any restaurant operator other than the Tenant and the occupier of another restaurant on the Estate not prohibited under Clause 4.7(a)

PROVIDED THAT the Tenant may at any time (but shall in no way be obliged to) serve notice on the Landlord confirming that the provisions of clause 4.7(a) and/or clause 4.7(b) no longer apply and immediately following the service of such notice the Landlord may (if a notice is served in relation to clause 4.7(a)) operate or allow to be used an part of the Estate for the Prohibited Use and/or (if a notice is served in relation to clause 4.7(b)) permit any advertising at the Estate by any restaurant operators.

4.6 To give notice of assignment

Where any assignment of the reversion immediately expectant upon the determination of the Term (or of any other disposal by the Landlord of its interest or any part of its interest in reversion to the Term) is pending registration at the Land Registry then promptly upon request the Landlord shall give written notice to the Tenant specifying the name and address of the new landlord (and the same provisions shall apply to any Superior Lease)

4.7 Compliance and Anti-Corruption Clauses

- (a) The Landlord and any party executing this Lease on behalf of the Landlord (collectively referred to as "Owner"), represent that to the best of the Owner's knowledge, without having performed, or being required to perform, any further inquiry, no other person connected directly or indirectly with the Owner is an agent, employee, supplier, licensee or officer of the Tenant or any subsidiary, affiliate or parent corporation.
- (b) The Landlord represents and warrants that it has not and will not violate any anti-bribery, anti-kickback or anti-money laundering laws or regulations. The Landlord further represents and warrants that none of its officers, directors, partners, principals, employees or representatives have or will offer, promise, make or authorise any payment or transfer of money, gift of anything of value, either directly or indirectly, in connection with transactions under this Lease or any other transactions involving McDonald's, to any Government Official, or to any person or entity while knowing that any portion of those payments or transfers will be passed to a Government Official, if such offer, promise, payment or transfer would violate any laws. The Landlord further agrees not to make facilitating or "grease" payments in connection with this Lease or any other transactions involving McDonald's. The term "Government Official" as used above refers to an officer, employee, agent or representative of any governmental authority, including a department or agency of any government or a government-owned or controlled entity, a candidate for political office, a political party, any official of a political party, any state-owned enterprise, social or public organization, or any member of a Government Official's immediate family. Examples of Government Officials include police officers, persons responsible for issuing official permits or licenses, health inspectors, labour/employment authorities, and employees of companies or entities owned by the government such as oil companies, the news media, transportation entities, hospitals, schools and universities

- 4.8 The Landlord consents (and shall procure the consent of its staff and officers) to allow any of its personal data contained in this Lease to be held and processed outside the European Union so as to enable the Tenant to include, store, maintain, search, and otherwise manage as part of an overall document management system, details of this Lease and associated payment details on its corporate document management

system(s), including its servers, all of which systems and servers are located in the United States.

4.9 Declarations

The Landlord declares that there have been the following changes in ownership of the Property in the last two (2) years:

- (a) The Landlord acquired the part of the Estate comprising title number NYK371348 on 20 August 2021;
- (b) The Landlord acquired the part of the Estate comprising title number NYK264413 on 20 August 2021; and
- (c) The Landlord acquired the part of the Estate comprising title number NYK419750 on 20 August 2021.

5. Provisos

THE PARTIES AGREE to the following provisos:

5.1 Forfeiture

- (a) The Landlord may enter onto the whole or any part of the Property and by so doing end this Lease if the Tenant is in material breach of any of its obligations in this Lease.
- (b) If the Landlord has received written notice of any charge, debenture, mortgage or any other security granted over the Property by the Tenant it will not exercise its rights under Clause 5.1(a) unless and until it has (i) given not less than 28 days' prior written notice to the holder of that security of any breach by the Tenant of the Tenant's obligations under this Lease; and (ii) given the holder of that security a reasonable period of time in which to remedy the breach.
- (c) When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant.

5.2 Exclusion of Representations and Warranties

- (a) The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease or made by the Landlord's solicitors in written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.
- (b) The Landlord does not warrant that the Tenant's intended use of the Property is lawfully permitted under the Planning Acts.

5.3 No Compensation

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Property is excluded to the extent allowed by law.

5.4 Rights and Easements

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease, the only rights granted to the Tenant are those set out in this Lease and the Tenant is not entitled to any other rights affecting any adjoining property.

5.5 Landlord's Liability

The Landlord ceases to be liable in respect of its covenants contained in this Lease after it has disposed of its interest in the reversion immediately expectant on the determination of the Term.

5.6 Notices

Any notice served in connection with this Lease shall be in writing and be properly served if compliance is made with the provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) save that any notice to be served on the Tenant shall not be validly served unless it is also sent to its registered office stated above or otherwise notified to the Landlord

5.7 Limit of Indemnities

If and whenever the Tenant affords to the Landlord an indemnity under this Lease the Landlord shall use all reasonable endeavours to mitigate all liabilities arising from any costs claims demands actions expenses or proceedings and the Landlord shall not pay settle or compromise any such liabilities without the Tenant's written consent (such consent not to be unreasonably withheld or delayed)

5.8 Jurisdiction

The Lease shall be governed by construed in accordance with the laws of England

5.9 Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Lease. No person who is not a party to this Lease (including any employee officer agent representative or sub-contractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Lease which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause.

EXECUTED as a deed by the parties hereto and delivered on the date of this document

SCHEDULE 1

DESCRIPTION OF THE PROPERTY

1. All that property known as McDonald's Restaurant, A170 York Road, Thirsk shown edged and coloured red on Plan 1

SCHEDULE 2

RIGHTS GRANTED TO THE TENANT

1. A right of free and uninterrupted passage of Utilities to and from any part of the Property through the Conducting Media as are now or will be during the Term in upon or under the Retained Land but not so as to overload the same and the right to require the Landlord to enter into such wayleave agreements with the suppliers thereof as the

Tenant may reasonably require (in terms approved by the Landlord, acting reasonably and at the cost of the Tenant) together with the right to construct and connect into any Conducting Media on the Retained Land but not so as to overload the same and also the right to construct new Conducting Media in on or under the Access Road in locations approved by the Landlord (not to be unreasonably withheld or delayed), in all cases the person exercising such right causing as little damage, disturbance or inconvenience as possible to the Landlord or its occupiers of the Retained Land or the business being carried on thereon and making good any damage occasioned to the Retained Land by the exercise of this right

2. A right of way (in common with all others having the same right) at all times for all purposes connected with the use or enjoyment of the Property to pass and repass with or without vehicles over the Access Road as are reasonably intended for such purpose
3. A right to enter the Retained Land by prior appointment (except in emergency) with or without workmen for the purpose of inspecting maintaining decorating altering repairing or renewing the Property and any Conducting Media serving the same making good all physical damage caused the person exercising such right causing as little damage, disturbance or inconvenience as possible to the Landlord or its occupiers of the Retained Land or the business being carried on upon the Retained Land and making good any damage occasioned to the Retained Land by the exercise of this right
4. A right of support and protection at all times from the Retained Land
5. The right to construct and maintain directional signage (including the marking upon Access Road of directional arrows and McDonald's logo in the positions shown on Plan 2 or such other positions on the Estate as the Tenant may reasonably request and which the Landlord shall approve (such approval not to be unreasonably withheld or delayed where it relates to that part of the Access Road forming part of the bellmouth to the Property)
6. The right to be represented on any directory boards or name boards of the Landlord at the Estate from time to time for the purpose of identifying all tenants or occupiers at the Estate (but for the avoidance of doubt the installation and retention of any such directory board shall be at the sole discretion of the Landlord) but so that during the McDonald's Period its representation on such board shall at all times be no smaller than those of any other tenant operating a restaurant on the Estate and may take the form of McDonald's standard 'golden arches'.
7. The right for the Tenant to control public access to the service bay forming part of the Premises including but not limited to the right to install removable bollards
8. The right to build on, alter, add to, redevelop or extend in any way the Premises even though the access of light and air to the Retained Land may be affected and without being liable to pay any compensation to the owner of the Retained Land
9. The right to add at its own cost to the landscaping within the areas of the Retained Land immediately adjoining the Property

SCHEDULE 3

EXCEPTIONS AND RESERVATIONS

There are reserved out of the Property for the benefit of the Retained Land:

1. The right of support for the Retained Land (and all buildings on it) from the Property (and all buildings on it)

2. A right of free and uninterrupted passage of Utilities from and to the Retained Land through the Conducting Media commonly used for those purposes now in upon or under the Property but not so as to overload the same together with the right to enter upon the Property outside of the Tenant's peak trading hours of 11:00 – 15:00 and 17:00 – 20:00 and upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay, inspect, cleanse, renew and maintain the Conducting Media, the person exercising such right causing as little damage, disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Property and making good any damage occasioned to the Property by the exercise of this right.
3. The right to enter and remain upon so much as is necessary of the Property at reasonable times outside of the Tenant's peak trading hours of 11:00 – 15:00 and 17:00 – 20:00 and on reasonable notice (except in case of emergency) with or without workmen, plant and equipment to (a) ascertain whether the Tenant has complied with the Tenant's obligations under this Lease; or (b) exercise the rights reserved by this Lease and to comply with the obligations of the Landlord under this Lease.
4. The right to all rights of light and air and all other legal or equitable easements and rights belonging to or enjoyed by any other property.
5. The right to build on, alter, add to, redevelop or extend in any way any adjoining premises owned by the Landlord or to permit the owner of any adjoining premises to do so in relation to their property even though the access of light and air to the Premises may be affected and without being liable to pay any compensation to the Tenant.

SCHEDULE 4

MATTERS TO WHICH THE PROPERTY IS SUBJECT

The covenants stipulations and other matters referred to in the documents (if any) particulars of which are mentioned below the Property and Charges Registers of Title Numbers NYK371348 as at 26 January 2022 at 16:55:02, NYK419750 as at 29 November 2021 at 09:28:33 and NYK264413 as at 29 November 2021 09:30:15

EXECUTED as a DEED by

MOTOR FUEL LIMITED

acting by:

signature.....

name..... **JEREMY CLARKE**

as Director

in the presence of:

Witness signature:

Witness name: **LAURA DEAR**

Witness address: **10 BRICKET ROAD, M1 3JX**

EXECUTED as a DEED by

MCDONALD'S RESTAURANTS LIMITED

acting by:

signature.....

name.....

as Attorney pursuant to a power of attorney dated 1 November 2022

in the presence of:

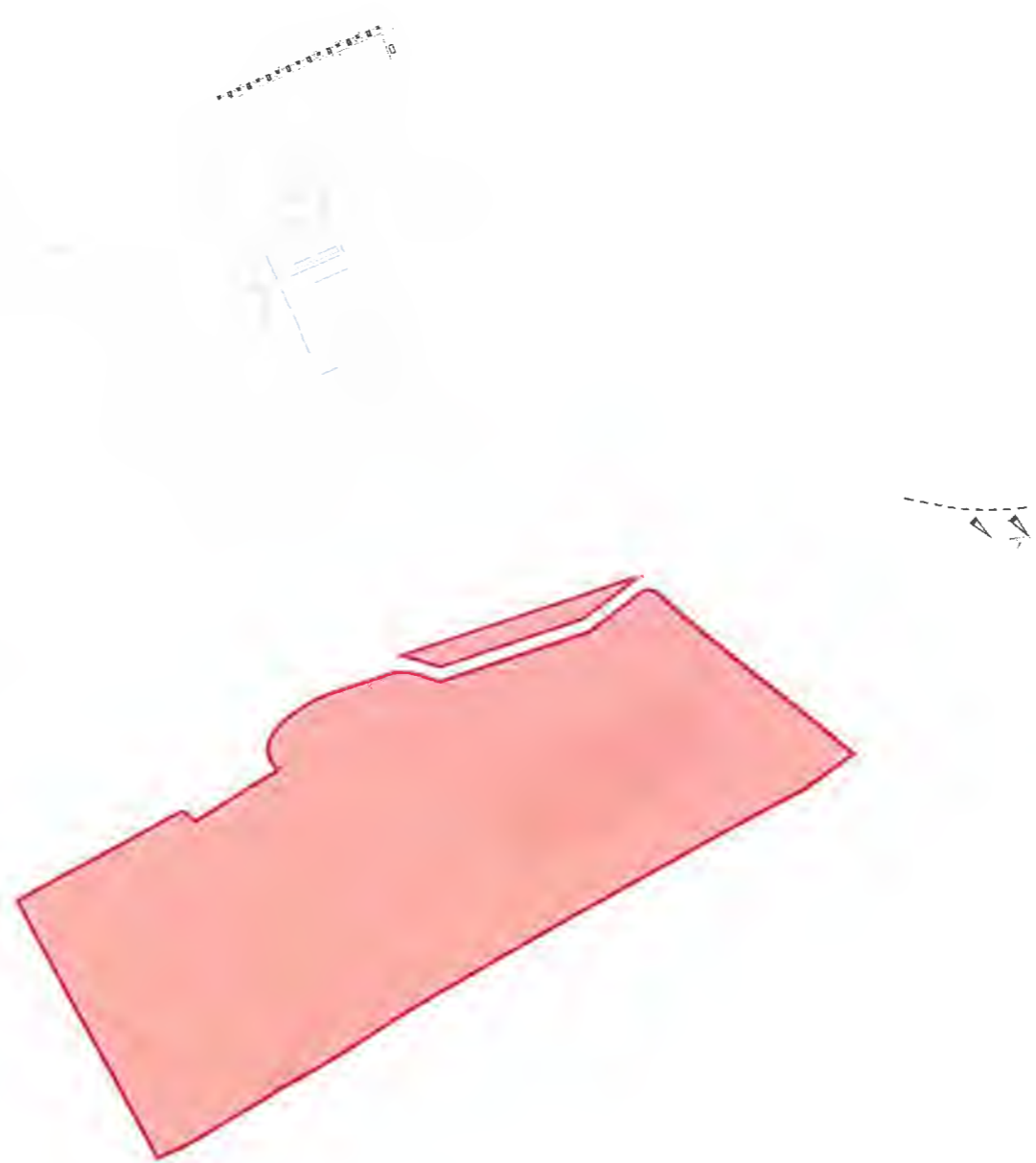
Witness signature:

Witness name:

Witness address: 11/59 High Road, East Finchley, London N2 8AW



PLAN 1



rev	date	by	description
-	19/04/22	MS	Drawing created

CLIENT

mfg Gladstone Road
36-38 Upper Marlborough Road
St Albans, AL1 3UU

PROJECT LOCATION
Thirsk - NTI
York Road (A170)
Thirsk, YO7 3BT

DRAWING
McDonald's
Legal Plans
Let Premises Boundary

Wyeth The Cart Shed, Amberley Court,
Amberley Lane, Millford, Surrey,
GU8 5EB, United Kingdom
Tel: +44 (0)1483 424704
Email: enquiries@wyethprojects.com

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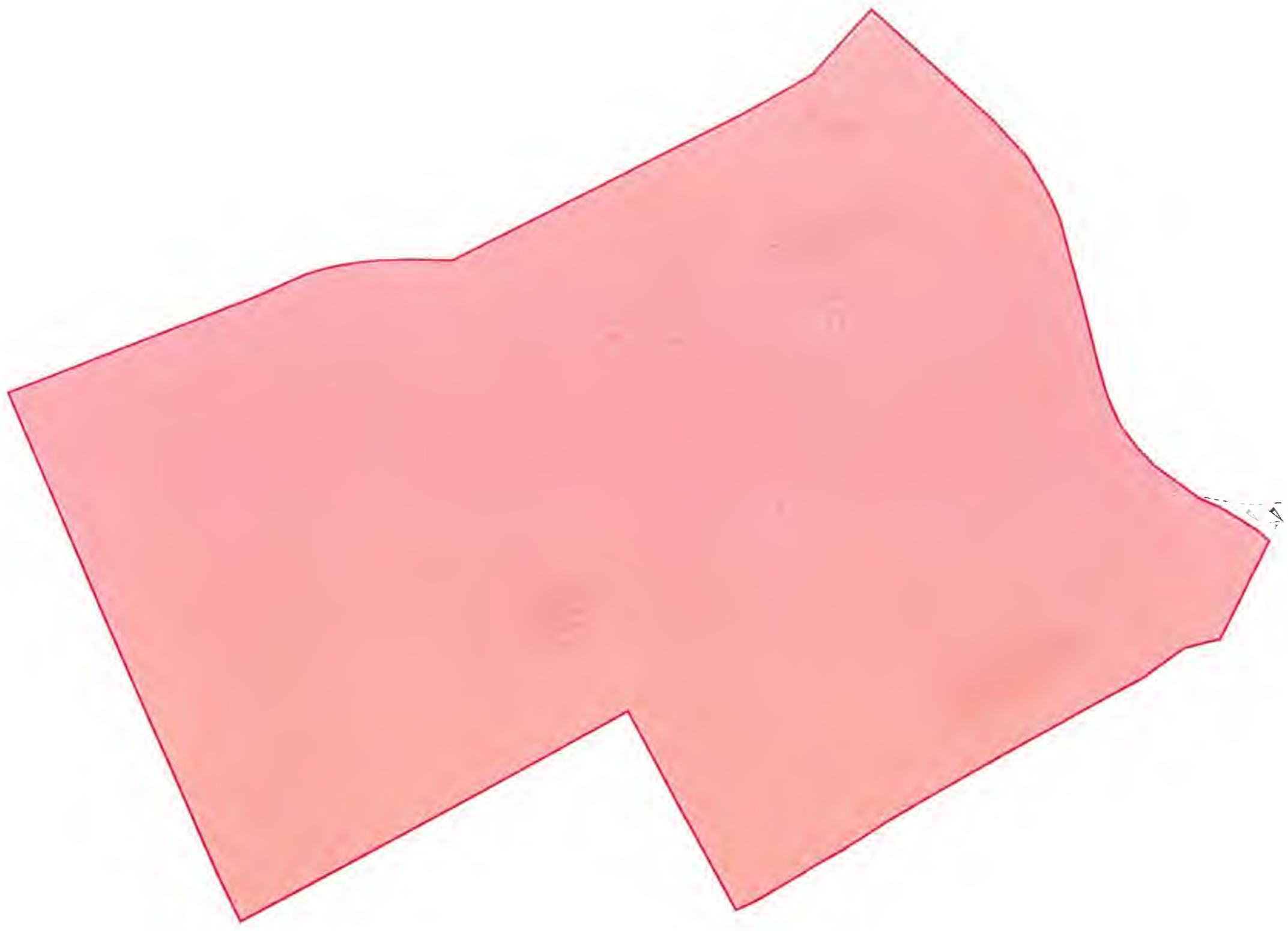
Let Premises Boundary
Scale 1:500

LEGAL

Date:	March 2022	Drawn By:	MS	A1
Scale:	1:500	Dwg No:	WPS-MFG-428-LE-04	Rev:



PLAN 2



rev	date	by	description
A	29/03/22	MS	Estate boundary amended, scale revised.
-	28/03/22	MS	Drawing created

CLIENT
mfg Gladstone Road
36-38 Upper Marlborough Road
St Albans, AL1 3UU

PROJECT LOCATION
Thirsk - NTI
York Road (A170)
Thirsk, YO7 3BT

DRAWING
Site
Estate Plan

Wyeth
Projects Services
The Cart Shed, Amberley Court,
Amberley Lane, Millford, Surrey,
GU8 5EB, United Kingdom
Tel: +44 (0)1483 424704
Email: enquires@wyethprojects.com

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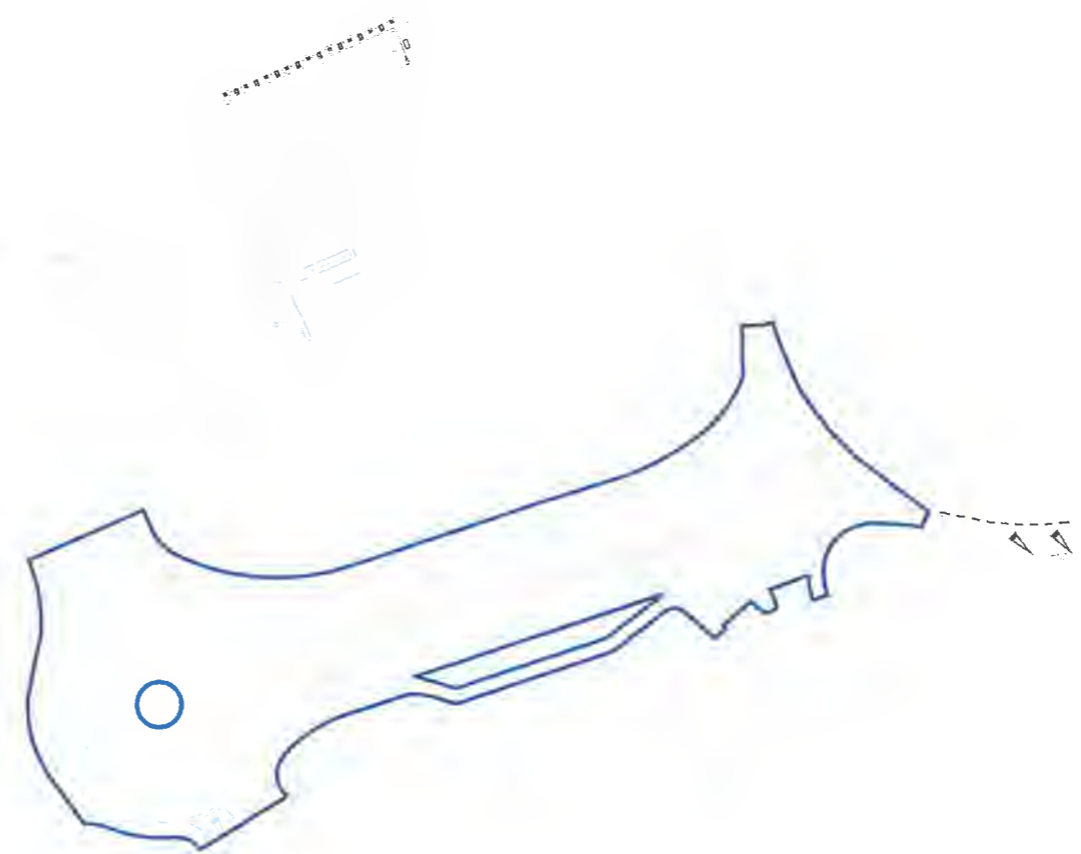
Estate Boundary
Scale 1:500

LEGAL

Date:	March 2022	Drawn By:	MS	A1
Scale:	1:500	Dwg No:	WPS-MFG-428-LE-02	125



PLAN 3



rev	date	by	description
19/04/22	MS		Access road boundary expanded to include both lanes & pavements, other boundaries moved to separate drawings.
B 04/04/22	MS		Access road boundary amended, colours changed for clarity.
A 28/03/22	MS		All other items greyed-out, estate plan moved to separate drawing.
- 25/03/22	AS		Drawing created

CLIENT
mfg Gladstone Road
 36-38 Upper Marlborough Road
 St Albans, AL1 3UU

PROJECT LOCATION
 Thirsk - NTI
 York Road (A170)
 Thirsk, YO7 3BT

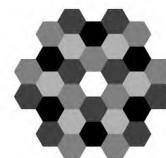
DRAWING
 McDonald's
 Legal Plans
 Access Road Boundary

Wyeth
 The Cart Shed, Amberley Court,
 Amberley Lane, Millford, Surrey,
 GU8 5EB, United Kingdom
 Tel: +44 (0)1483 424704
 Email: enquires@wyethprojects.com
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Date: March 2022	Drawn By: MS	A1
Scale: 1:500	Dwg No: WPS-MFG-428-LE-01	Rev: C

Access Road Boundary
 Scale 1:500

LEGAL



Official copy of register of title

Title number NYK419750

Edition date 26.01.2022

- This official copy shows the entries on the register of title on 29 NOV 2022 at 15:56:14.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 30 Oct 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

NORTH YORKSHIRE : HAMBLETON

- 1 (03.12.2014) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the West side of York Road, Thirsk.
- 2 (26.01.2022) The land has the benefit of any legal easements granted by a Deed dated 20 December 2021 made between (1) North Yorkshire County Council and (2) Motor Fuel Limited.

NOTE: Copy filed under NYK182510.
- 3 (27.02.2023) From 1 April 2023, this title is administered by North Yorkshire Council

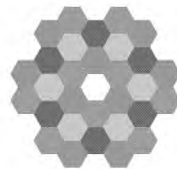
B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

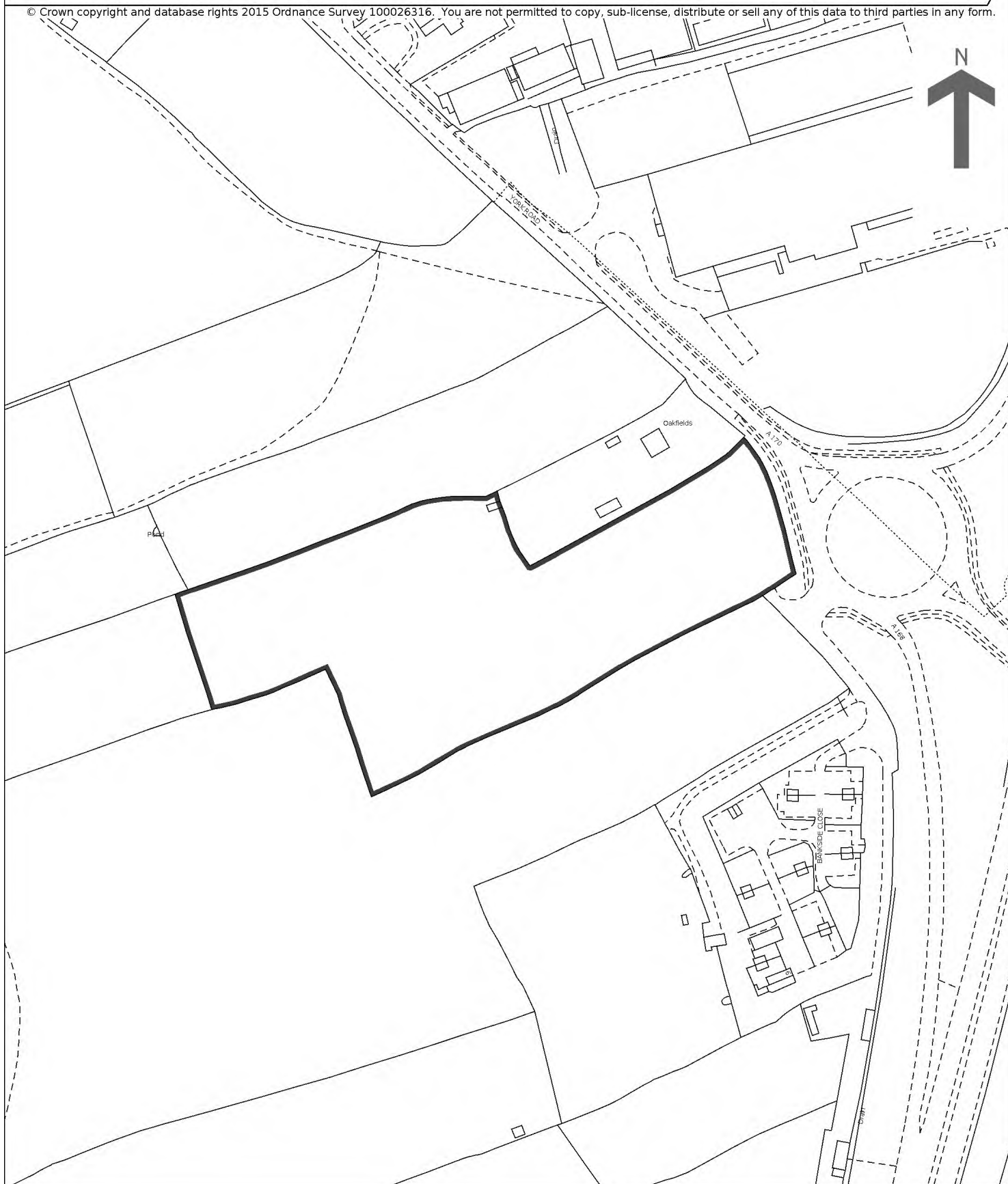
Title absolute

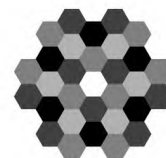
- 1 (20.09.2021) PROPRIETOR: MOTOR FUEL LIMITED (Co. Regn. No. 05206547) of Gladstone Place, 36-38 Upper Marlborough Road, St. Albans AL1 3UU.
- 2 (20.09.2021) The price stated to have been paid on 20 August 2021 was £503,333.
- 3 (26.01.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 5.2 of a Deed of Easement dated 20 December 2021 and made between (1) North Yorkshire County Council and (2) Motor Fuel Limited have been complied with or that they do not apply to the disposition.

End of register



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Official copy of register of title

Title number NYK264413

Edition date 26.01.2022

- This official copy shows the entries on the register of title on 09 AUG 2022 at 12:23:02.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 30 Oct 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

NORTH YORKSHIRE : HAMBLETON

- 1 (26.04.2002) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the west side of York Road, Thirsk.
- 2 (26.04.2002) The land has the benefit of the following rights granted by a Conveyance of land adjoining the north eastern-most boundary of the land dated 12 August 1996 made between (1) Marie Boyles and Janice Patricia Hall and (2) North Yorkshire County Council:-

subject to the matters specified in the Second Schedule

THE SECOND SCHEDULE

The right and liberty for the Vendors and persons authorised by the Vendors to enter onto the property with or without workmen for the purpose of maintaining and repairing the drain between the points marked A and B on the plan attached hereto and together with the further right and liberty to pass and repass over the property for all purposes to gain access to and egress from the Vendor's retained land.

NOTE: The points A and B referred to were not shown on the Conveyance plan.

- 3 (26.01.2022) The land has the benefit of any legal easements granted by a Deed dated 20 December 2021 made between (1) North Yorkshire County Council and (2) Motor Fuel Limited.

NOTE: Copy filed under NYK182510.
- 4 (27.02.2023) From 1 April 2023, this title is administered by North Yorkshire Council

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

B: Proprietorship Register continued

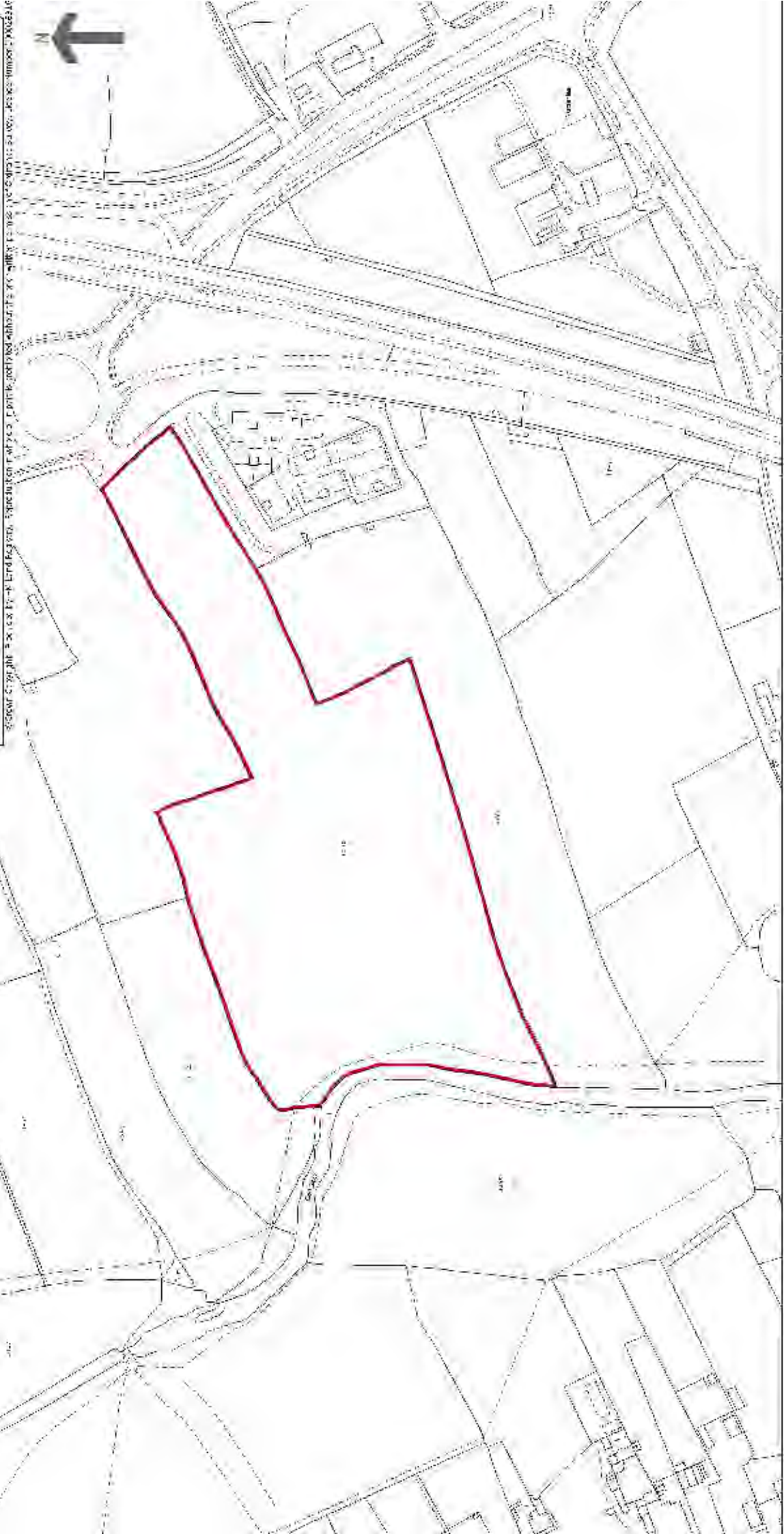
- 1 (20.09.2021) PROPRIETOR: MOTOR FUEL LIMITED (Co. Regn. No. 05206547) of Gladstone Place, 36-38 Upper Marlborough Road, St. Albans AL1 3UU.
- 2 (20.09.2021) The price stated to have been paid on 20 August 2021 was £833,333.
- 3 (26.01.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 5.2 of a Deed of Easement dated 20 December 2021 and made between (1) North Yorkshire County Council and (2) Motor Fuel Limited have been complied with or that they do not apply to the disposition.

End of register



HM Land Registry
Official copy of
title plan

Title number **NYK264413**
Ordnance Survey map reference **SE4381SE**
Scale **1:2500**
Administrative area **North Yorkshire**





Official copy of register of title

Title number NYK371348

Edition date 26.01.2022

- This official copy shows the entries on the register of title on 29 NOV 2022 at 15:56:14.
- This date must be quoted as the "search from date" in any official search application based on this copy.
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- Issued on 31 Oct 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

NORTH YORKSHIRE : HAMBLETON

- 1 (21.08.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Oakfield, York Road, Thirsk (YO7 3AA).
- 2 (26.01.2022) The land has the benefit of any legal easements granted by a Deed dated 20 December 2021 made between (1) North Yorkshire County Council and (2) Motor Fuel Limited.

NOTE: Copy filed under NYK182510.
- 3 (27.02.2023) From 1 April 2023, this title is administered by North Yorkshire Council

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

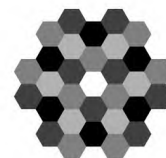
- 1 (20.09.2021) PROPRIETOR: MOTOR FUEL LIMITED (Co. Regn. No. 05206547) of Gladstone Place, 36-38 Upper Marlborough Road, St. Albans AL1 3UU.
- 2 (20.09.2021) The price stated to have been paid on 20 August 2021 was £375,000.
- 3 (26.01.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of clause 5.2 of a Deed of Easement dated 20 December 2021 and made between (1) North Yorkshire County Council and (2) Motor Fuel Limited have been complied with or that they do not apply to the disposition.

End of register



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Official copy of register of title

Title number NYK182509

Edition date 15.05.2023

- This official copy shows the entries on the register of title on 31 OCT 2023 at 15:59:54.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 31 Oct 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

NORTH YORKSHIRE

- 1 (14.10.1996) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Thirsk Gypsy Caravan Site, Thirsk.
- 2 (14.10.1996) The land tinted blue on the filed plan with other land was formerly Leasehold held under a Lease made in or about the reign of Queen Elizabeth I for 2000 years. By a Deed of Enlargement dated 30 May 1996 executed by Fred Hodgson it was declared that the land tinted blue on the filed plan the said term was enlarged into a fee simple. Neither the Lease nor any further evidence of its contents were produced to the Land Registry on first registration and it is not known whether the said term was capable of being enlarged. The registered title is accordingly subject to all estates rights and interests vested in any other person or persons if and so far as the enlargement was ineffectual and in any event to the matters referred to in Section 153(8) of the Law of Property Act 1925"
- 3 (14.10.1996) The land tinted pink on the filed plan with other land was formerly leasehold held under a Lease dated 27 October 1791 for 1000 years. By a Deed of Enlargement dated 30 May 1996 executed by Fred Hodgson it was declared that as to the land tinted pink on the filed plan the said term was enlarged into a fee simple. Neither the Lease nor any further evidence of its contents were produced to the Land Registry on first registration and it is not known whether the said term was capable of being enlarged. The registered title is accordingly subject to all estates rights and interests vested in any other person or persons if and so far as the enlargement was ineffectual and in any event to the matters referred to in Section 153(8) of the Law of Property Act 1925"
- 4 (28.01.2015) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title number NYK182509

Title absolute

1 (15.05.2023) PROPRIETOR: THE NORTH YORKSHIRE COUNCIL of County Hall,
Racecourse Lane, Northallerton DL7 8AD.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (14.10.1996) The land is subject to the following rights Contained in a
Conveyance of the land in this title dated 12 August 1996 made between
(1) Fred Hodgson (the Vendor) and (2) North Yorkshire County Council
(the Authority):-

"Subject to the matters specified in the Second Schedule.

.....
..

THE SECOND SCHEDULE

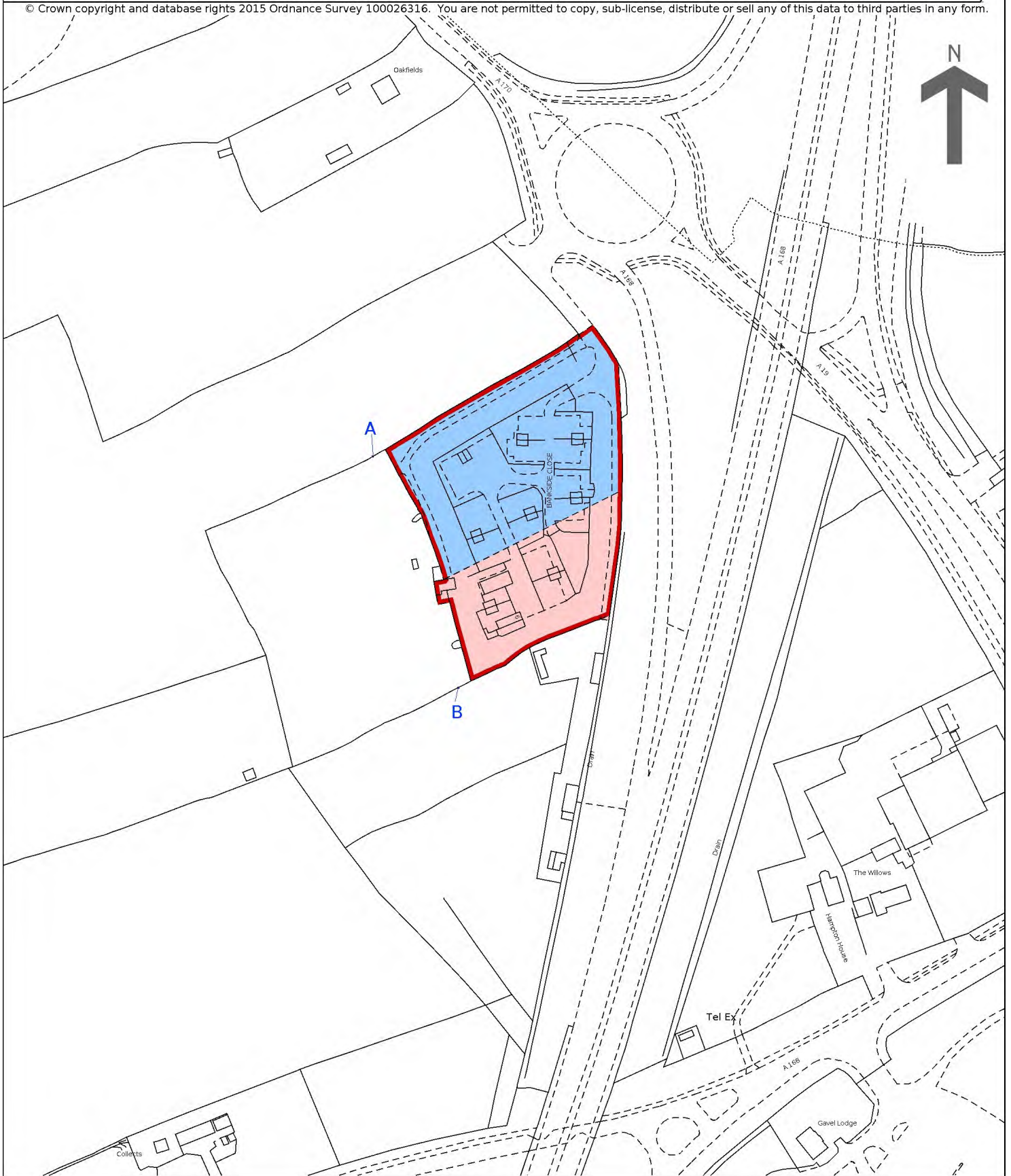
The right and liberty for the Vendor.....to enter onto the Property
with or without workmen for the purpose of maintaining and repairing
the drain between the points marked A and B on the plan attached
hereto".

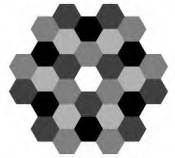
NOTE: The points A and B referred to are reproduced on the filed plan.

End of register



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Official copy of register of title

Title number NYK316141

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 13 FEB 2024 at 16:58:25.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 13 Feb 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

NORTH YORKSHIRE

1 (28.12.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south west side of York Road, Thirsk.

2 (28.12.2005) The Assignment dated 4 October 1949 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared that

(1) The fence on the western boundary of Field Number 435 shall remain and be the property of the Vendor and kept fenced against all stock.

(2) The fence on the southern boundary of Field Number 435 shall be the property of the Purchaser and kept fenced against all stock.

(3) The fence on the western boundary of Field Number 436 shall be the property of the Purchaser and kept fenced against all stock."

NOTE: Ordnance Survey Field Numbers 435 and 436 are reproduced in blue on the title plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (20.02.2006) PROPRIETOR: WILLIAM CALVERT, SUSAN CALVERT and WILLIAM MARK CALVERT of Sutton Place, Sutton-Under-Whitestonecliffe, Thirsk, North Yorkshire and JAMES WILLIAM CALVERT of Meadow Lodge, Sutton-Under-Whitestonecliffe, Thirsk, North Yorkshire.

2 (20.02.2006) The price stated to have been paid on 6 February 2006 was £315000.

3 (20.02.2006) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital

B: Proprietorship Register continued

money arises is to be registered unless authorised by an order of the court.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (28.12.2005) The land is subject to the following rights reserved by a Assignment of the land in this title dated 4 October 1949 made between (1) Robert Ambrose Bamlet (Vendor) and (2) Stephen Green (Purchaser):-

"Out of the Assignment hereinbefore contained there is reserved to the Vendor as owner of Field No. 432 on the said Ordnance Survey Map the spring of water in the south-west corner of the said close No. 436 together with the full and exclusive right and liberty for himself, his successors in title and the owners and occupiers for the time being of the said field Number 432 to take and use all water which may arise from or be in such said spring for all purpose whatsoever.

NOTE: Ordnance Survey field Numbers 432 and 436 are reproduced in blue on the title plan.

End of register

DATED 7 February 2024

- (1) MOTOR FUEL LIMITED
- (2) PEREGRINE RETAIL LIMITED

LICENCE TO OCCUPY

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DATE: 7 February

2024

BETWEEN:

- (1) **MOTOR FUEL LIMITED** incorporated in England and Wales with company registration number 05206547 whose registered office is at 10 Bricket Road, St Albans, Hertfordshire, AL1 3JX (the "Licensor")
- (2) **PEREGRINE RETAIL LIMITED** incorporated in England and Wales with company registration number 03327423 whose registered office is at 10 Bricket Road, St Albans, Hertfordshire, AL1 3JX (the "Licensee").

1. DEFINITIONS

- "Licence Period"** the period of 5 years commencing on the date the Licensee took on the operation of the Property;
- "Property"** the property owned by the Licensor at Thirsk Services, York Road, Thirsk YO7 3AA;
- "VAT"** value added tax payable under the Value Added Tax Act 1994 (or any similar or equivalent tax payable instead of or as well as VAT);

2. INTERPRETATION

2.1 In this Licence:

- 2.1.1 the clause headings are for reference only and do not affect its construction;
- 2.1.2 the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party;
- 2.1.3 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 2.1.4 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 2.1.5 obligations owed by or to more than one person are owed by or to them jointly and severally; and
- 2.1.6 references to the end of the Licence Period are to its expiry or sooner determination.

2.2 In this Licence unless otherwise specified:

- 2.2.1 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Licence Period, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body; and
- 2.2.2 unless otherwise specified, a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all subordinate legislation made under it from time to time.

3. LICENCE AND PAYMENTS

3.1.1 In consideration of the Licensee's obligations in this Licence, the Licensor grants to the Licensee a licence to occupy the Property to the exclusion of other persons for the carrying on of the trade at the Property, including without limitation the operation of a fuel station and all ancillary uses.

3.1.2 The Licensee must pay rates and outgoings of a periodically recurring nature incurred in respect of or attributable to the Property.

4. LICENSEES' OBLIGATIONS

4.1 During the Licence Period, the Licensee must:

4.1.1 pay for the cost of all electricity, gas, telephone, data services and other utilities it uses at the Property;

4.1.2 keep the Property clean and tidy and must not cause or permit to be caused any physical damage to the Property, failing which the Licensee must immediately make good any damage caused to the Property;

4.1.3 leave the Property in a clean and tidy condition and free of all the Licensee's furniture, equipment, goods and chattels at the end of the Licence Period for the Property;

4.1.4 maintain appropriate policies of insurance to cover any damage caused to the Property and the risk of damage or injury to any person or property occasioned by the exercise of the rights conferred by this Licence;

4.1.5 comply with all legislation relating to the Property and to the health and safety of persons working at or visiting the Property;

4.1.6 not do or omit to do anything which might vitiate any insurance in respect of the Property;

4.1.7 not use the Property so as to cause any nuisance, damage, disturbance, annoyance or interference to the owners, occupiers or users of the Property or any nearby property.

5. ASSIGNMENT OR SHARING

This Licence is personal to the Licensee and the Licensee must not assign or purport to assign or deal with it in any way.

6. VAT

6.1 Any obligation of the Licensee to pay any sum under this Licence includes an obligation to pay any VAT properly payable in respect of the supply to which payment of that sum relates.

6.2 Any obligation of the Licensee to repay to or reimburse the Licensor in respect of any expenditure incurred by the Licensor includes an obligation to repay or reimburse any VAT forming part of that expenditure.

7. INDEMNITY

The Licensee must indemnify and keep the Licensor indemnified against all liability arising directly or indirectly from the use of the Property, the exercise of any rights under this Licence, and any breach of the Licensee's obligations under this Licence.

8. TERMINATION

8.1 This Licence will terminate at the end of the Licence Period subject to Clause 8.2.

8.2 If the Licensee permanently ceases to operate the business carried on at the Property, prior to the end of the Licence Period, the Licence shall terminate on the date of such permanent cessation of operations.

8.3 Termination of this Licence will not release the Licensee from its obligation to pay any sums due and to perform its obligations under this Licence for the Property up to the end of the Licence Period.

9. SERVICE OF NOTICES

9.1 Any notice given to a Party under or in connection with this Licence shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office.

9.2 Any notice shall be deemed to have been received:

9.2.1 if delivered by hand, at the time the notice is left at the proper address;

9.2.2 if sent by pre-paid first-class post or other next business day delivery service, at 9.00 am on the second business day after posting.

10. LIMITATION OF LIABILITY

The Licensor will not be liable to the Licensee or any other person for any damage or liability caused by any stoppage or defect in any plant or machinery or any interruption to services or Utilities serving the Property, nor for any death of or injury to the Licensee, nor for any damage to any property, provided that nothing in this clause shall exclude or limit liability for death or personal injury caused by negligence.

11. SEVERANCE

If any provision of this Licence (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Licence shall not be affected.

12. THIRD PARTIES

Nothing in this Licence is intended to confer any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

Signed: 

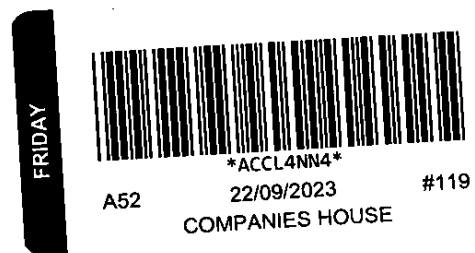
(By or on behalf of Motor Fuel Limited)

Signed: 

(By or on behalf of Peregrine Retail Limited)



Motor Fuel Limited
REPORT AND FINANCIAL STATEMENTS
Year to 31 December 2022



Company 05206547

Company information

DIRECTORS

Timothy Allan
William Bannister
Thomas Biggart
Jeremy Clarke
Simon Lane

REGISTERED OFFICE

10 Bricket Road
St Albans
Hertfordshire
United Kingdom
AL1 3JX

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Balance Sheet	10
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Notes to the Financial Statements	12-36

Strategic Report

The Directors present their Strategic Report for Motor Fuel Limited, together with the Company financial statements for the year ended 31 December 2022.

Principal activity

The principal activity of the Company is that of retail sale of fuel in specialised stores and service stations.

Business review

Motor Fuel Limited is a subsidiary of Scimitar Topco Limited, the immediate parent company of Motor Fuel Group (**MFG** or the **Group**). Clayton Dubilier and Rice LLP (**CD&R**) acquired a controlling interest in Scimitar Topco Limited on 16 July 2015. Founded in 1978, CD&R is a private equity firm with a history of working with management teams to build stronger, more profitable businesses. CD&R's investors include leading financial institutions, university endowments and corporate and public pension funds. The investment was made through CD&R Firefly Holdings Sàrl whose principal investor is Clayton Dubilier and Rice Fund IX, and through a number of CD&R parent Group undertakings.

MFG offers its customers fuel under the BP, Shell, Esso, Texaco, Jet and Mürco brands, coupled with an attractive, competitive and expanding forecourt shop offer. 'Food to Go' (FTG) outlets and EV charging points continue to be added to the sites to add to the overall customer experience.

Strategy

MFG's strategy continues to be to develop the business to be the most dynamic and profitable independent forecourt operator in the UK.

MFG continues to look for growth, both through opportunities for development and improvement within the existing site network, and also through acquisition of the right sites that are complementary additions to the network.

Allied to this development of the network is to continue to make efficiencies in delivery of traditional road fuels, optimise the working capital involved and strive to improve the profit margin from this income stream.

Strategic Report *(continued)*

Strategy *(continued)*

However, MFG is very much alive to the growing environmental challenge and the consequential national move towards an electric motor fleet. MFG have provided Electric Vehicle (EV) charging points since 2017, expanding the offering to further sites since then. It is recognised that, whilst, the impact of electrification is still in the early stages to encompass the whole nation, it will be significantly quicker in the major urban centres. Due to the size and geographic focus of its network MFG is in a good position to be at the forefront of the EV market as it evolves. MFG will continue to invest significantly in its network to ensure that our sites remain industry-leading fuel and retail destinations whatever the energy source used by the vehicle.

Underpinning and in support of this strategy MFG is continuing to drive the growing non-fuel revenue streams. A development programme constantly improving and upgrading the in-site facilities will add more FTG outlets, an enhanced shopping experience and additional scope for offering other non-fuel services. This approach is consistent with the EV investment, as the duration of an EV charge is typically longer than for a traditional fuel refill. By providing a centre for the consumers to avail themselves of a range of services whilst re-charging their batteries, the overall experience will benefit those who will need to adapt their busy lifestyles to the new driving reality.

Results and performance

The Company made a profit for the year after taxation of £239.8m (2021: loss for the year after taxation of £448.8m, restated).

An interim dividend of £38.9m was paid in the year (2021: £367.5m). Further dividends of £200m and £91.9m have been declared and paid since the year end.

At 31 December 2022 the Company had net assets of £781.5m (2021: £567.5m) and net current liabilities of £34.5m (2021: £151.9m, restated). The Company has been financed by a combination of equity, intercompany loans and bank loans.

Key performance indicators

The Company uses a number of key performance indicators to manage the business. Fuel trading is evaluated on a site by site basis by reference to volumes, gross profit and inventory days, as well as by the number of operational sites. Performance is also measured by brand and by original investment. Retail sales are monitored by product type across the different branded sites, whilst product availability and delivery metrics are also measured. The 'Food to Go' business is also measured by both average and total sales by brand and by site.

Strategic Report *(continued)*

Key performance indicators *(continued)*

Additionally, the number of sites redeveloped and extended, along with the 'Food to Go' outlet roll out, are also key non-financial performance indicators.

MFG is also focussed on all aspects of HSE and various metrics are used to measure performance and to identify any issues.

During the year the Company reported turnover of £4,989.1m (2021: £3,682.1m) and operating profit of £315.4m (2021: £248.0m, restated).

Principal risks and uncertainties

The principal risks affecting the Company are those of the UK parent undertakings. The Directors are satisfied that those risks are properly addressed by those companies, and that both the risks and the resulting financial policies are properly explained in the consolidated financial statements of CD&R Firefly Holdco Limited and CD&R Firefly 4 Limited, which are publicly available.

Environmental impact

The Company is committed to ensure that the environmental consequences of its operations are minimised. The Company, as far as practical, pursues the following objectives:

- Reduction in consumption of raw materials and energy
- Reduction in emission of harmful products to the atmosphere
- Recycling of waste where possible.

Strategic Report *(continued)*

Community

The Company conducts its business in an ethically aware manner so as not to detrimentally affect the quality of life enjoyed by the communities in which it operates.

The Company strives to:

- Respond quickly to issues or concerns raised by neighbours pertaining to the business.
- Engage with communities and support relevant and appropriate activities both at local and national level.
- Abide by local planning and other by-laws prevalent where the sites are based.
- Support community activity through actions and sponsorship as and where appropriate.
- Maintain properties, land and boundaries in such a condition so as not to degrade the visual amenities of the neighbours or affect or endanger the surrounding communities.

Competition and Markets Authority

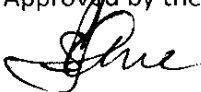
Following the announcement in October 2021 of the acquisition of Morrisons by CD&R, MFG's majority shareholder, the Competition and Markets Authority ("CMA") announced on 26th October 2021 that it was launching an investigation into the transaction. MFG and Morrisons were served initial orders as a consequence of the fact that the two businesses have a shared owner. These restricted the ability of MFG to acquire further sites until the remedies required by the CMA were fully enacted and remained in place until the completion of the regulatory review.

On 9 June 2022 the CMA accepted undertakings from CD&R to divest 87 filling stations from the MFG network, and all affected sites were sold in the first half of 2023.

Now that all sites have been sold, MFG is reactivating its acquisition program. On the back of the record year, the Group entered 2023 with some £600m of liquidity available, providing financial capability for continuing investment in the development and growth of the network and, since the year end, the Group has acquired 26 operational petrol forecourt sites.

The Group remains well placed to confront the challenges arising and thrive as the industry evolves.

Approved by the Board and signed on its behalf by:



Simon Lane (Director)

Date: 21 September 2023

Directors' Report

The Directors present their annual report and financial statements for the year ended 31 December 2022.

Results for the year, financial risk management and future developments of the Company can be found in the Strategic Report on pages 3 to 6.

Dividends

A dividend of £38.9m was paid in the year (2021: £367.5m). Further dividends of £200m and £91.9m have been declared and paid since the year end.

Directors

The following persons served as Directors during the year and up to the date of signing the financial statements:

- Timothy Allan
- William Bannister
- Thomas Biggart
- Jeremy Clarke
- Simon Lane

Key Management Personnel

The following individuals were the key management personnel of the Company during the year:

- | | |
|---------------------|--------------------------|
| • William Bannister | Chief Executive Officer |
| • Thomas Biggart | Chief Investment Officer |
| • Jeremy Clarke | Chief Operating Officer |
| • Simon Lane | Chief Financial Officer |

Directors' Report *(continued)*

Statement of directors' responsibilities

The directors are responsible for preparing the Annual Report and the financial statements in accordance with applicable law and regulation.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have prepared the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards, comprising FRS 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland", and applicable law). Under company law the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing the financial statements, the directors are required to:

- a) select suitable accounting policies and then apply them consistently;
- b) state whether applicable United Kingdom Accounting Standards, comprising FRS 102, have been followed, subject to any material departures disclosed and explained in the financial statements;
- c) make judgements and accounting estimates that are reasonable and prudent; and
- d) prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

The directors are responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with the Companies Act 2006.



Simon Lane (Director)

Date: 21 September 2023

Statement of Comprehensive Income

	Note	2022 £000	2021 £000, Restated (Note 26)
Turnover	7	4,989,086	3,682,135
Cost of sales		(4,482,719)	(3,260,107)
Gross profit		506,367	422,028
Operating expenses		(190,939)	(174,050)
Operating profit	8	315,428	247,978
Investment income		20	103,031
Investment impairment	13	-	(751,620)
Interest receivable and similar income	10	1,182	5,734
Interest payable and similar expenses	10	(24,405)	(16,526)
Profit / (loss) before taxation		292,225	(411,403)
Tax on profit	11	(52,427)	(37,380)
Total comprehensive income / (expense) for the year		239,798	(448,783)

Balance sheet

		2022	2021 Restated (Note 26)
	Note	£000	£000
Fixed assets			
Tangible assets	12	635,667	496,071
Investments	13	486,502	486,490
Intangible assets	14	8,340	10,071
		1,130,509	992,632
Current assets			
Inventories	15	50,767	47,737
Debtors	16	781,931	527,752
Cash at bank and in hand	17	181,576	173,109
		1,014,274	748,598
Creditors – amounts falling due within one year	18	(1,048,746)	(900,521)
Net current liabilities		(34,472)	(151,923)
Total assets less current liabilities		1,096,037	840,709
Provisions for other liabilities	19	(50,336)	(23,689)
Bank loans	20	(264,179)	(249,552)
Net assets		781,522	567,468
Capital and reserves			
Called up share capital	21	-	-
Revaluation reserve	22	6,214	6,214
Capital reserve		135,906	137,913
Retained earnings		639,402	423,341
Total equity		781,522	567,468

For the year ending 31 December 2022, the Company was entitled to exemption from audit under section 479A of the Companies Act 2006 relating to subsidiary companies. The members have not required the Company to obtain an audit of its accounts for the year in question in accordance with section 476. The Directors acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of accounts.

The financial statements on pages 9 to 36 were authorised for issue by the board of directors on 21 September 2023 and were signed on its behalf.



Simon Lane (Director)
Motor Fuel Limited
 Registered no. 05206547

Statement of changes in equity

	Called up share capital	Share premium	Revaluation reserve	Capital reserve, restated (Note 26)	Retained earnings, restated (Note 26)	Total equity
	£000	£000	£000	£000	£000	£000
Balance as at 31 December 2020	100	666,306	6,214	48,751	206,876	928,247
Total comprehensive expense	-	-	-	-	(448,783)	(448,783)
Cancellation of shares (note 21)	(100)	-	-	100	-	-
Addition to share premium on acquisition of MRH (note 21)	-	446,374	-	-	-	446,374
Capital reduction (note 21)	-	(1,112,680)	-	-	1,112,680	-
Share-based payments (notes 9.4 and 26, restated)	-	-	-	-	9,100	9,100
Capital reserve additions (note 26, restated)	-	-	-	89,062	(89,062)	-
Dividend paid	-	-	-	-	(367,470)	(367,470)
Balance as at 31 December 2021	-	-	6,214	137,913	423,341	567,468
Total comprehensive income	-	-	-	-	239,798	239,798
Share-based payments (note 9.4)	-	-	-	-	13,115	13,115
Capital reserve reduction (note 26)	-	-	-	(2,007)	2,007	-
Dividend paid	-	-	-	-	(38,859)	(38,859)
Balance as at 31 December 2022	-	-	6,214	135,906	639,402	781,522

1 General information

Motor Fuel Limited ('the Company') is a limited liability company incorporated and domiciled in England and Wales.

The principal activity of the Company is that of retail sale of automotive fuel in specialised stores and service stations.

The address of its registered office is 10 Bricket Road, St Albans, Hertfordshire, United Kingdom, AL1 3JX.

2 Statement of compliance

The financial statements of Motor Fuel Limited have been prepared in compliance with United Kingdom Accounting Standards, including Financial Reporting Standard 102, 'The Financial Reporting Standard applicable in the United Kingdom and the Republic of Ireland ('FRS102') and the Companies Act 2006.

3 Summary of significant accounting policies

The principal accounting policies applied in the preparation of these financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

3.1 Basis of preparation

These financial statements are prepared on a going concern basis, under the historical cost convention, unless otherwise stated in the accounting policies, and are presented in pounds sterling (£). Amounts are generally expressed in thousands (£'000), with rounding accordingly.

The principal accounting policies adopted in the preparation of these financial statements are set out in this Note 3.

3 Summary of significant accounting policies (*continued*)

3.2 *Going concern*

As part of their going concern review the Directors have followed the guidelines published by the Financial Reporting Council entitled *Going Concern and Liquidity Risk Guidance for Directors of UK Companies 2009*.

At the reporting date, the Directors have a reasonable expectation that the Company has adequate resources to continue in operational existence for the foreseeable future. Thus the Directors continue to adopt the going concern basis of accounting in preparing the financial statements.

3.3 *Currencies*

Items included in these financial statements are measured using the currency of the primary economic environment in which the Company operates (**the functional currency**) which is UK sterling (£). They are presented in UK sterling, as described in Note 3.1 (**the presentational currency**).

3.4 *Tangible assets*

Tangible assets are stated at cost less accumulated depreciation and any impairment losses. Cost includes the original purchase price of the asset and the costs attributable to bringing the asset to its working condition for its intended use. Such assets acquired in a business combination are initially recognised at their fair value at acquisition date.

Depreciation is charged to write off the costs of assets over their estimated useful lives, starting from the month they are first used, as follows:

- Freehold land: not depreciated
- Freehold buildings: straight line over 50 years
- Leasehold buildings: straight line over the term of the lease
- Plant and machinery: straight line over 3 to 10 years
- Fixtures and fittings: straight line over 3 to 10 years

The gain or loss arising on the disposal of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in the Statement of Comprehensive Income.

3.5 *Revaluation of land and buildings*

The Company's policy is not to revalue land and buildings. The revaluation reserve relates only to a revaluation of assets upon their acquisition by MFG. They have not subsequently been revalued further.

3 Summary of significant accounting policies (*continued*)

3.6 *Investments*

In the Company's financial statements, investments in subsidiaries are stated at cost, provision being made where appropriate to recognise a permanent diminution in value.

3.7 *Goodwill*

Goodwill is measured as the excess of the sum of the consideration transferred, the amount of any non-controlling interests in the acquiree, and the fair value of any previously held equity interest, over the net of the acquisition-date amounts of the identifiable assets acquired and the liabilities assumed.

The Company amortises goodwill with a limited useful life using the straight-line method over a 10-year period.

3.8 *Impairment of non-current assets*

At each reporting date, the Directors review the carrying amounts of all non-current assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of any impairment loss. Where the asset does not generate cash flows that are independent from other assets, the Directors estimate the recoverable amount of the cash-generating unit to which the asset belongs. Recoverable amount is the higher of fair value less costs to sell and value in use.

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted. If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised as an expense immediately.

3.9 *Accruals*

Accruals represents expenses in the period in which they are incurred.

3 Summary of significant accounting policies (*continued*)

3.10 Revenue and income recognition

Revenue for the Company arises principally from fuels retailing.

Revenue is measured at the fair value of the consideration received or receivable and represents amounts receivable for fuel supplied, stated net of discounts and value added tax. The Company recognises revenue when (a) it can be reliably measured, (b) it is probable that future economic benefits will flow to the Company and (c) when specific criteria have been met for each of the Company's activities. Any amounts not invoiced at the year-end are accrued in line with accounting policies.

Any element of consideration contingent upon future events is included in sales to the extent that future significant reversal is highly improbable.

Interest income represents interest receivable on cash balances and on loans to related parties and is recognised as it is earned.

3.11 Cost of sales

Cost of sales consists of the purchase cost of fuel sold and other expenses that are directly related to sales. It is stated net of VAT, discounts and expected rebates relating to those purchases.

3.12 Current and deferred tax

The income tax charge or credit represents the sum of the tax currently payable or recoverable and the movement in deferred tax assets and liabilities for the year.

a) Current tax

Current tax is based on taxable income for the year and any adjustment to tax from previous years. Taxable income differs from net income in the Statement of Comprehensive Income because it excludes items of income or expense that are taxable or deductible in other years or that are never taxable or deductible. The calculation uses the latest tax rates for the year that have been enacted by the reporting date.

b) Deferred tax

Deferred tax is calculated at the latest tax rates that have been substantively enacted by the reporting date that are expected to apply when settled. It is charged or credited in the Statement of Comprehensive Income, except when it relates to items credited or charged directly to equity, in which case it is also dealt with in equity.

3 Summary of significant accounting policies (*continued*)

3.12 *Current and deferred tax (continued)*

b) Deferred tax

Deferred tax is the tax expected to be payable or recoverable on temporary differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable income, and is accounted for using the liability method. It is not discounted.

Deferred tax liabilities are generally recognised for all taxable temporary differences and deferred tax assets are recognised to the extent that it is probable that taxable income will be available against which the asset can be utilised. Such assets are reduced to the extent that it is no longer probable that the asset can be utilised.

Deferred tax assets and liabilities are offset when there is an enforceable right to offset current tax assets and liabilities and when the deferred tax assets and liabilities relate to the same taxation authority on either the same taxable entity or different taxable entities settling on a net basis.

3.13 *Operating leases*

Leases in which a significant portion of the risks and rewards of ownership are retained by the lessor are classified as operating leases. Rentals payable under operating leases (net of any incentives received from the lessor) are charged to the Statement of Comprehensive Income on a straight-line basis over the term of the relevant lease.

3.14 *Payroll expense and related contributions*

Wages, salaries, payroll tax, bonuses, and employee benefits are accrued in the year in which the associated services are rendered.

3.15 *Pension costs and other employee benefits*

The Company operates a defined contribution pension scheme for its employees. Pension benefits are provided through this scheme, whereby retirement benefits are determined by the value of funds arising from contributions paid in respect of each employee. The assets of the scheme are held separately from those of the Company in an independently administered fund.

3 Summary of significant accounting policies (*continued*)

3.16 Share based payments

The fair value of the share-based payments are amortised over the expected vesting period.

3.17 Dividends payable

Any dividends are recognised as a liability at the time they are approved. Otherwise dividends are disclosed if they have been proposed or declared before the relevant financial statements are approved.

3.18 Dividends receivable

Any dividends receivable are recognised only upon receipt.

4 Financial instruments

Financial assets and financial liabilities are recognised in the Balance Sheet when the Company becomes party to the contractual provisions of the instrument. Financial assets are derecognised when the contractual rights to the cash flows from the financial asset expire or when the contractual rights to those assets are transferred. Financial liabilities are derecognised when the obligation specified in the contract is discharged, cancelled or expired.

4.1 Trade and other receivables

Trade and other receivables are recognised initially at fair value through profit or loss. Appropriate provisions for estimated irrecoverable amounts are recognised in the Statement of Comprehensive Income when there is objective evidence that the assets are impaired. Interest income is recognised by applying the effective interest rate, except for short-term receivables when the recognition of interest would be immaterial.

4.2 Cash and cash equivalents

Cash and cash equivalents consist of cash on hand, demand deposits, and other short-term highly liquid investments that are readily convertible to a known amount of cash and are subject to an insignificant risk of changes in value.

4.3 Trade and other payables

Trade and other payables are measured at fair value through profit or loss.

4 Financial instruments (*continued*)

4.4 *Share capital*

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new shares are shown in equity, as a deduction from the proceeds.

4.5 *Classification as debt or equity*

Debt and equity instruments issued are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

5 Financial risk management

5.1 *Financial risk factors*

The Company's activities expose it to certain financial risks: market risk, credit risk and liquidity risk, as explained below. The overall risk management programme focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the Company's financial performance. Risk management is carried out by the Directors, who identify and evaluate financial risks in close co-operation with key staff.

- a) Market risk is the risk of loss that may arise from changes in market factors such as the property pricing, as well as interest rates. Market movements are monitored closely.
- b) Credit risk is the risk of financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its contractual obligation. Credit risk arises from the Company's cash, cash equivalents and receivables balances.
- c) Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they fall due. This risk relates to the Company's liquidity risk management and implies maintaining sufficient cash. The Directors monitor rolling forecasts of liquidity, cash and cash equivalents based on expected cash flow on a Group basis.

5 Financial risk management (*continued*)

5.1 Capital risk management (*continued*)

The Company is funded by equity, loans from other Group undertakings and bank loans. The components of shareholders' equity are:

- Share Capital
- Capital Reserve
- Retained Earnings
- Revaluation Reserve

The objective when managing capital is to maintain adequate financial flexibility to preserve the ability to meet financial obligations, both current and long term. The capital structure is managed and adjusted to reflect changes in economic conditions. Commitments are funded from existing cash and cash equivalent balances, primarily arising from equity sources.

Financing decisions are made based on forecasts of the expected timing and level of capital and operating expenditure required to meet commitments and development plans.

5.2 Fair value estimation - receivables and payables

The carrying values of trade receivables and payables are assumed to approximate their fair values because the short-term nature of such assets renders the impact of discounting to be negligible.

6 Critical accounting estimates and judgements

Details of significant accounting judgements and critical accounting estimates are set out in these financial statements, in particular in relation to the carrying values of Land & Buildings (note 12) and of Investments in Subsidiaries (note 13).

7 Turnover

	2022 £000	2021 £000
Fuel sales	4,833,942	3,538,227
Other trading income	155,144	143,908
	<u>4,989,086</u>	<u>3,682,135</u>

8 Operating profit

Operating profit is stated after charging:	2022	2021
	£000	£000
Operating lease costs - land and buildings	3,678	2,791
Depreciation of owned property, plant and equipment - Note 12	23,162	18,588
Goodwill amortisation - Note 14	1,731	1,731
Loss on disposal of fixed assets	-	45
Wages and salaries – Note 9	28,809	23,931

9 Employees and directors

9.1 Number of employees

The monthly average number of persons employed by the Company during the year was:

	2022	2021
	Number	Number
Senior employees (including directors)	20	20
Other employees	212	198
	232	218

The business operates primarily a commission operator business model. As such, the commission operators and the site staff employed by them are not employees of the Company and are not included above.

9.2 Remuneration

Aggregate remuneration of employees:

	2022	2021
	£000	£000
Wages and salaries	12,552	12,383
Social security costs	1,739	1,430
Pension contributions	1,403	1,018
Share based payments (note 9.4)	13,115	9,100
	28,809	23,931

The Company operates a defined contribution pension scheme for its employees. Pension benefits are provided through this scheme, whereby retirement benefits are determined by the value of funds arising from contributions paid in respect of each employee. The assets of the scheme are held separately from those of the Company in an independently administered fund.

9 Employees and directors

9.3 Directors' remuneration

All Key Management Personnel and Directors are remunerated by CD&R Firefly Bidco Limited, a fellow group undertaking.

9.4 Management Incentive Plan

Motor Fuel Group implemented a management incentive plan in 2015 ("MIP 2015"), the terms of which were set out in the Articles of Association of CD&R Firefly Holdco Limited ("Firefly Holdco"), a holding company of the Group. The MIP 2015 was designed to incentivise key employees of the Group (including executive directors) and reward them for excellent performance, by allowing them to share in the increase in value of the Group alongside CD&R. Pursuant to the MIP 2015 shares in Firefly Holdco were issued to certain executive and senior managers in return for cash consideration. Participation in the MIP 2015 was at the Board's discretion and no individual had a contractual right to participate in the plan or receive any guaranteed benefit – any such benefit being dependent on the performance of the business of the Group. The shares issued under the MIP 2015 did not carry any voting rights and no participant was entitled to sell or transfer their shares (other than in very limited circumstances) without CD&R's consent. Given the MIP 2015 was designed to incentivise key employees, if a participant ceased to be employed by the Group for any reason, they could be required to forfeit their shares on the terms set out in the Articles of Association of Firefly Holdco.

MFG implemented a new management incentive plan in 2018 ("MIP 2018") on completion of the acquisition of MRH, the terms of which are set out in the Articles of Association of CD&R Tiger Jersey Holdco Limited ("Tiger Jersey"), a new holding company of the Group. Similarly to the MIP 2015, the MIP 2018 was designed to continue to incentivise key employees of the enlarged Group (including executive directors and reward them for excellent performance, by allowing them to share in the increase of the value of the Group. Therefore, the participants at the time of implementation were the same as under the MIP 2015. Pursuant to the MIP 2018, shares in Tiger Jersey were issued to the participants of the MIP 2015 in exchange for cash and/or for the shares that the participants held under the MIP 2015. As per the MIP 2015, there is no contractual right to receive any guaranteed benefits under the MIP 2018 – any such benefit being dependent on the performance of the business of the Group. The shares issued under the MIP 2018 do not carry any voting rights and no participant is entitled to sell or transfer their shares (other than in very limited circumstances) without CD&R's consent. Given that the MIP 2018 is designed to incentivise key employees, if a participant ceases to be employed by the Group for any reason, they can be required to forfeit their shares on the terms set out in the Articles of Association of Tiger Jersey. Under the terms of the MIP 2018, if CD&R sell all or the majority of its shares in Tiger Jersey, the MIP 2018 participants could also be required to sell their shares at the same time and provide appropriate warranties to any prospective buyer.

There is no formal vesting period defined in the MIP 2018 but management considered a 5-year period as a reasonable time frame for the vesting period from incorporation of the entity.

9 Employees and directors *(continued)*

9.4 Management Incentive Plan *(continued)*

The vesting period for the management incentive plan was extended in the year, for a further 5 years from 30 August 2022, as this is now management’s best estimate for time to vest.

Despite its dependence on the exit mechanism, management views the MIP 2018 as an equity settled plan.

As required by IFRS 2, a valuation exercise was performed for the MIP 2018 as at 31 December 2022, using the commonly accepted Option Pricing Method. This methodology employs the Black Scholes Option Pricing Model. Critical inputs for this model include volatility assumptions and expected term to an exit event. The number and weighted average fair value of the equity instruments at the measurement date were as below:

	Shares Number	Fair Value Per Share £	Total Fair Value £000
‘Sweet’ Shares (A and A2 Ords)	765,858	30.59	23,428
Reinvested ‘Sweet’ Ordinary Shares (B3 Ords)	872,068	30.59	26,677
Total ‘Sweet’ Ordinary Shares	1,637,926	30.59	50,105

The charge to income for the year was £13,115,000 (2021: £9,100,000).

In summary and as mentioned above, the Board of Directors of CD&R Tiger Jersey Holdco Limited considers that there is in substance both a prior MIP (2015) and a current MIP (implemented from the new Group structure in June 2018). The MIP 2015 was initially to be paid in Equity, however due to the “exit event” of the acquisition of MRH the MIP 2015 was actually partially paid in cash with the remaining earned value being rolled over to the MIP 2018.

In the case of disposal of the Group, it will be for the buyer to acquire the shares of the beneficiaries of the MIP 2018: there is no obligation for the Company nor its parent company CD&R Firefly Holdings S.à r.l to buy/settle for the shares on an exit.

10 Finance income and expense

	2022	2021
	£000	£000
10.1 Interest receivable and similar income		
Unrealised foreign exchange gains	-	5,723
Bank interest receivable	1,182	11
Total interest receivable and similar income	1,182	5,734
10.2 Interest payable and similar charges		
Bank interest paid	(9,330)	-
Interest payable on loans from related parties	-	(11,137)
Unrealised foreign exchange losses	(14,053)	-
Interest payable - other	(1,022)	(5,389)
Total interest payable and similar charges	(24,405)	(16,526)

External interest costs incurred directly by other Group companies have been recharged across the Group in proportion to the reliance in each entity on Group debt, as reflected in intercompany loan balances.

11 Income tax

	2022	2021
	£000	£000
11.1 Income tax expense		
<i>Current tax</i>		
- UK Corporation tax on profits for the year	27,141	28,985
- Adjustment in respect of prior periods	(1,213)	(4,385)
Total current tax	25,928	24,600
<i>Deferred tax</i>		
- Origination and reversal of timing differences	20,076	10,920
- Adjustment in respect of prior periods	83	817
- Effect of changes in tax rates	6,340	1,043
Total deferred tax	26,499	12,780
Net income tax expense	52,427	37,380

11 Income tax (*continued*)

11.2 Factors affecting the tax charge	2022	2021
Corporate tax rate being the average UK corporation tax rate during the year	19.00%	19.00%
	£000	£000
Profit / (loss) before income tax	292,225	(401,305)
Tax charge / (credit) at the UK corporate tax rate	55,523	(76,438)
Impairment charge and other non-deductible expense	2,689	123,828
Fixed asset differences	(3,711)	(843)
Adjustments in respect of previous periods – current tax	(1,213)	(4,385)
– deferred tax	83	817
Deferred tax on rolled over gains	4,393	2
Remeasurement of deferred tax – change in UK tax rate	6,340	2,579
Deferred tax assets not recognised	-	1,085
Group relief for nil consideration	(11,677)	(9,265)
Total tax charge for the year	52,427	37,380

Deferred tax has been provided for at a rate of 25% (2021: 25%). A change in the main UK corporation tax rate was announced in the Budget on 3 March 2021. The rate applicable from 1 April 2023 is to be 25%.

There are no unrecognised deferred tax assets at the year end, in the prior year there was an unrecognised deferred tax asset of £4.5m in relation to capital losses.

12 Property, plant and equipment

	Land and buildings, Restated £000	Plant and machinery £000	Fixtures and fittings £000	Total, Restated £000
Cost or valuation				
As at 1 January 2022	408,510	110,201	26,134	544,845
Additions in the year	30,817	131,462	1,576	163,855
Reclassification	23,943	(23,943)	-	-
Disposals	(1,207)	(3,935)	(1,615)	(6,757)
As at 31 December 2022	462,063	213,785	26,095	701,943
Accumulated depreciation				
As at 1 January 2022	17,618	21,113	10,043	48,774
Charge for the year	4,231	15,634	3,297	23,162
Disposals	(252)	(3,794)	(1,614)	(5,660)
As at 31 December 2022	21,597	32,953	11,726	66,276
Carrying amount				
As at 1 January 2022	390,892	89,088	16,091	496,071
As at 31 December 2022	440,466	180,832	14,369	635,667

13 Investments

	2022 £000	2021 £000
Investments brought forward	486,490	787,639
Acquisitions from third parties	-	4,097
Acquisition of fellow subsidiary	-	446,374
Impairment	-	(751,620)
Shareholder loan	12	-
Investments carried forward	486,502	486,490

During the year, an adjustment was identified relating to a previous acquisition. A loan from shareholders was reclassified as an intercompany balance, therefore increasing the investments value.

14 Goodwill

	2022	2021
	£000	£000
Goodwill brought forward	10,071	11,802
Amortisation	(1,731)	(1,731)
Goodwill carried forward	8,340	10,071

15 Inventories

	2022	2021
	£000	£000
Finished goods - fuel	50,767	47,737

Inventories expensed are shown within cost of sales. All inventories are carried at the lower of cost and net realisable value. No inventories were provided against in the year (2021: £nil).

16 Debtors

	2022	2021
	£000	£000
Trade receivables	68,176	42,599
Amounts due from Group undertakings	667,101	464,764
Other receivables	26,442	1,529
Corporation tax receivable	-	116
Accrued income and prepayments	20,212	18,744
	781,931	527,752

17 Cash and cash equivalents

	2022 £000	2021 £000
Cash and cash equivalents	181,576	173,109

18 Creditors: amounts falling due within one year

	2022 £000	2021, Restated £000
Trade payables	370,885	305,830
Amounts due to Group undertakings	645,822	555,399
Corporation tax payable	1,698	-
VAT payable	9,778	7,845
Other tax and social security	580	520
Other creditors	-	14,086
Accruals	19,983	16,841
	1,048,746	900,521

Trade and other payables principally consist of amounts outstanding for trade purchases and ongoing costs. They are non-interest bearing and are normally settled on 21 to 45 day terms. The Company has financial risk management policies in place to ensure that all payables are paid within the credit timeframe and no interest has been charged by any suppliers as a result of late payment of invoices.

Amounts due to Group undertakings are repayable on demand with no fixed repayment date and unsecured. External interest costs incurred by other Group companies have been recharged across the Group in proportion to the reliance in each entity on Group debt, as reflected in intercompany loan balances.

The Directors consider that the carrying value of trade and other payables approximates to their fair value. All trade and other payables are denominated in Sterling.

19 Provisions for other liabilities

	Deferred tax liability £000	Other provisions £000	Total £000
As at 1 January 2022	22,660	1,029	23,689
Charged to the profit and loss account	26,499	148	26,647
As at 31 December 2022	49,159	1,177	50,336

The provision for deferred tax consists of the following elements:

	2022 £000	2021 £000
Accelerated capital allowances	32,807	12,081
Short term timing differences	(29)	(23)
Rolled over capital gains	3,207	3,207
Land and buildings held at valuation, in excess of cost, upon transfer from subsidiaries	13,174	7,395
	<u>49,159</u>	<u>22,660</u>

20 Bank Loans

	2022	2021
	£000	£000
Non-current		
Secured bank loan, net of arrangement fees	264,179	249,552
Total borrowings	264,179	249,552

The earliest that the lenders of the above borrowings require repayment is as follows:

	2022	2021
	£000	£000
Between two and five years:		
Secured bank loan	264,179	249,552
	264,179	249,552

The bank loan facilities at 31 December 2022 comprise:

- €300m senior secured loan B3 facility – interest of 3.25% over Euribor, repayable in 2025

One of the conditions to the availability of the facilities referred to above was that the Group companies grant a standard security over the properties held by the Group.

21 Share Capital and Share Premium

	2022	2022	2021	2021
	No.	£000	No.	£000
Ordinary shares of £0.01 each	2	-	2	-

22 Revaluation reserve

	2022	2021
	£000	£000
Revaluation reserve brought forward	6,214	6,214
Revaluation reserve carried forward	6,214	6,214

23 Principal subsidiaries

The Company owns 100% of the issued shares of the following Subsidiaries, all incorporated in England & Wales except where indicated:

Directly Held	Company Number
St Albans Operating Company Limited	09146965
Highway Stops Limited	02409154
Fuel Stops UK Limited	04511403
Motor Fuel (No. 2) Limited	09581137
Roadside Group Limited	03079092
Elite Fuels Limited	03080543
Scorpion PFS1 Limited	08476359
Leopard PEL Limited	03391904
Kerr 1 Limited	10717536
Burns & Co Limited	01454826
Manor Service Stations Limited	01938740
AUK Investment Holdings Limited	12965603
Motor Fuel (No. 3) Limited	07532478
Motor Fuel (No. 4) Limited	09976564
Premier Garages (Southgate) Limited	00428952
MFG EV Power Limited	13353242
Motor Fuel (No.1) Limited	06523149
MRH (GB) Limited	06360543
Indirectly Held	Company Number
Leopard No 2 Investments Limited (Incorporated in Scotland) ¹	SC342459
Motor Fuel (No. 5) Limited	06255272
Motor Fuel (No. 6) Limited	07317793
Malthurst (UK) Limited	03473591
Retro Properties Limited	05179558
Lupo Limited	05166720
Malthurst Estates Limited	08328610
Malthurst South East Limited	09471633
Malthurst Anglia Limited	09471584
Refined Holdings Limited	05193623
Malthurst Retail Limited	03313799
Malthurst Petroleum Limited	00762360
Malthurst Limited	03445529
Chartman Limited	02192424
Peregrine Retail Limited	03327423
Isle of Wight Fuels Limited	08011071
Roberts Garages Limited (Jersey) ²	15450
Petroleum Distributions Limited (Jersey) ³	4103
PDR Limited (Jersey) ³	114694

23 Principal subsidiaries (*continued*)

Guernsey Petroleum Distributions Limited (Guernsey) ⁴	615
RGF Limited (Jersey) ²	118854
Spring Petroleum Company Limited	04342974
Mercury Forecourts Limited	06605317
Refined Estates Limited	04193995
AUK Investments Limited	00924673
George Hammond Limited	00690947

MFG's principal retail trade is carried out by St Albans Operating Company Limited, Motor Fuel Limited, Peregrine Retail Limited and Roberts Garages Limited. The other companies which trade are either holding companies or property rental companies.

The Company also directly controls the following partnerships and the Group is entitled to 100% of any distributions:

Goldstar Fuel LLP	OC354035	Exempt
Goldstar FSL LLP	OC357674	Exempt

The registered office for all subsidiary undertakings is 10 Bricket Road, St Albans, Hertfordshire, United Kingdom, AL1 3JX with the exception of the following:

¹ 3 St David's Business Park, Dunfermline, Fife, United Kingdom, KY11 9PF

² Registered office is at Springfield Road, St Helier, Jersey, JE2 4LE

³ Registered office is at La Collette, St Helier, Jersey, JE2 3NB

⁴ Registered office is at Bulwer Avenue, St Sampson, Guernsey, GY2 4LF

All the Company's subsidiaries are exempt from audit, having either taken the exemption in Section 479A of the UK Companies Act 2006 (the Act) or in Article 113 (1) of the Companies (Jersey) Law 1991 from the requirements in the Act for their individual financial statements to be audited.

24 Capital and other commitments

At 31 December, the Company had the following future minimum lease payments under non-cancellable operating leases for each of the following periods:

	2022	2021
	£000	£000
Not later than one year	2,028	1,444
Later than one year and not later than five years	7,965	5,448
Later than five years	22,913	17,043
	32,906	23,935

25 Ultimate controlling party

The immediate parent undertaking is Scimitar Topco Limited, registered in England and Wales.

In the opinion of the Directors the ultimate controlling party is CD&R Firefly Holdings Sàrl, registered in Luxembourg.

The largest UK parent undertaking drawing up consolidated financial statements which include the results of this company is CD&R Firefly Holdco Limited. The smallest UK parent undertaking drawing up consolidated financial statements which include the results of this company is CD&R Firefly 4 Limited. Those financial statements are available from Companies House and Directors' interests in the Group are disclosed therein.

26 Prior year restatements

- 1) During the year the accounting for share based payments was reassessed. As a result of this review it was determined that share based payments which were previously accounted for within CD&R Tiger Jersey Holdco Limited accounts should be more appropriately reflected within the Company's accounts. The impact of this is shown below:

	£'000
Reconciliation of total shareholders' funds at 31 December 2021	£'000
Total shareholders' funds at 31 December 2021 as originally presented	567,468
Adjustment to total comprehensive expense	(9,100)
Adjustment to equity	9,100
Restated shareholders' funds at 31 December 2021	<u>567,468</u>

	£'000
Reconciliation of total comprehensive expense for the year ended 31 December 2021	£'000
Total comprehensive expense for the year ended 31 December 2021 as originally presented	(439,683)
Adjustment to total comprehensive expense	(9,100)
Restated total comprehensive expense for the year ended 31 December 2021	<u>(448,783)</u>

- 2) During prior years, dividends in specie were received from Group companies as a result of a Group reorganisation. This was, incorrectly, recorded in the P&L reserve rather than the capital reserve. This has been remedied by way of a prior year adjustment. The impact of this is shown below:

	£'000
Capital reserve as at 31 December 2020, as previously presented	61,304
Adjustment to 2020	(12,553)
Capital reserve as at 31 December 2020, as restated	<u>48,751</u>
Capital reserve as at 31 December 2021, as previously presented	61,404
Adjustment to 2020	(12,553)
Adjustment to 2021	89,062
Capital reserve as at 31 December 2021, as restated	<u>137,913</u>
Retained earnings at 31 December 2020, as previously presented	194,323
Adjustment to 2020	12,553
Retained earnings as at 31 December 2020, as restated	<u>206,876</u>
Retained earnings as at 31 December 2021, as previously presented	499,850
Adjustment to 2020	12,553
Adjustment to 2021	(89,062)
Retained earnings as at 31 December 2021, as restated	<u>423,341</u>

26 Prior year restatements (*continued*)

- 3) When AUK Investments Ltd was acquired, a leasehold site was, incorrectly, recorded within the books of AUK Investments Ltd statutory accounts rather than within Motor Fuel Limited. This has been remedied by way of a prior year adjustment. The impact of this is shown below:

	£'000
Property plant and equipment at 31 December 2021, as originally presented	495,746
Adjustment	325
Restated Property plant and equipment at 31 December 2021	<u>496,071</u>
Amounts due to Group undertakings at 31 December 2021, as originally presented	555,074
Adjustment	325
Restated Amounts due to Group undertakings at 31 December 2021	<u>555,399</u>

27 Contingent liabilities and guarantees

Under the terms of the Group's secured bank loans, all entities in the Group guarantee the debts of the Group.

28 Post balance sheet events

a) Assets sold

As described in the Strategic Report, following a review by the CMA, MFG was required to sell 87 petrol stations. These sites were marketed in the latter part of 2022 and were all sold in the first half of 2023.

b) Sites acquired

MFG has purchased 26 operational sites since the year end, 24 of which were purchased by the Company.

28 Post balance sheet events (continued)

c) Borrowings refinanced

MFG completed a refinancing exercise in March and April 2023. This involved:

- The Company paid a dividend of £200m to Scimitar Topco Limited which was then paid on as a dividend to CD&R Firefly Bidco Limited;
- MFG's Second Lien Facility being repaid in full along with outstanding accrued interest, funded using cash and a £58m draw on MFG's Revolving Credit Facility ("RCF");
- A portion of MFG's Term Loans being amended and extended into new facilities (facilities not amended and extended were left in place);
- An €83.4m incremental Term Loan draw by MFG; and
- Extending the term of MFG's RCF and Letter of Credit facilities at the same level.

In April MFG undertook additional refinancing transactions:

- Executed additional cross currency swap transactions to fully hedge the euro portion of MFG's debt through 2023 and additional transactions to roll its €246m hedge from December 2023 to December 2025;
- The Company paid a further dividend of £91.9m to Scimitar Topco Limited which was then paid on as a dividend to CD&R Firefly Bidco Limited;
- CD&R Firefly Holdco Limited declared a dividend of £23.4m enabling its immediate parent company, CD&R Tiger Jersey Holdco Ltd to redeem shareholder debt; and
- Finally, also in April 2023, the Board of CD&R Tiger Jersey Holdco Limited approved a payment to the Founder Investors of £60m, paid in the same month.



Peregrine Retail Limited
REPORT AND FINANCIAL STATEMENTS
Year ended 31 December 2022



Company 03327423

Company information

DIRECTORS	William Bannister Thomas Biggart Jeremy Clarke Simon Lane
COMPANY SECRETARY	Pinsent Masons Secretarial Limited
COMPANY NUMBER	03327423
REGISTERED OFFICE	10 Bricket Road St Albans Hertfordshire United Kingdom AL1 3JX

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Strategic Report

The Directors present their Strategic Report for Peregrine Retail Limited, together with the Company financial statements for the year ended 31 December 2022.

Principal activities

The Company is part of the Motor Fuel Group (MFG or the 'Group') whose principal activity is to own and operate petrol stations forecourts and the associated stores and food to go outlets.

Strategy

MFG's strategy continues to be to develop the business to be the most dynamic and profitable independent forecourt operator in the UK.

The Group continues to look for growth, both through opportunities for development and improvement within the existing site network, through acquisition of the right sites that are complementary additions and through expansion and enhancement of the Murco dealer network.

Allied to this development of the network is to continue to make efficiencies in delivery of traditional road fuels, optimise the working capital involved and strive to improve the profit margin from this income stream.

However, MFG is very much alive to the growing environmental challenge and the consequential national move towards an electric motor fleet. MFG have provided Electric Vehicle (EV) charging points since 2017, expanding the offering to further sites since then. It is recognised that, whilst, the impact of electrification is still in the early stages to encompass the whole nation, it will be significantly quicker in the major urban centres. Due to the size and geographic focus of its network MFG is in a good position to be at the forefront of the EV market as it evolves. MFG will continue to invest significantly in its network to ensure that our sites remain industry-leading fuel and retail destinations whatever the energy source used by the vehicle.

Underpinning and in support of this strategy MFG is continuing to drive our growing non-fuel revenue streams. A development programme constantly improving and upgrading the in-site facilities will add more FTG outlets, an enhanced shopping experience and additional scope for offering other non-fuel services. This approach is consistent with the EV investment, as the duration of an EV charge is typically longer than for a traditional fuel refill. By providing a centre for the consumers to avail themselves of a range of services whilst re-charging their batteries, the overall experience will benefit consumers who will need to adapt their busy lifestyles to the new driving reality.

Strategic Report *(continued)*

Results and performance

The Company made a profit for the year after taxation of £9.6m (2021: £8.6m). The Directors have not recommended a dividend (2021: £nil) leaving the retained profit to be transferred to reserves.

At 31 December 2022 the Company had net assets of £22.5m (2021: £12.9m) and net current liabilities of £5.6 (2021: £13.9m).

Key performance indicators

MFG uses a number of key performance indicators to manage the business. Fuel trading is evaluated on a site by site basis by reference to volumes, gross profit and inventory days, as well as by the number of operational sites. Performance is also measured by brand and by original investment. Retail sales are monitored by product type across the different branded sites, whilst product availability and delivery metrics are also measured. The 'Food to Go' business is also measured by both average and total sales by brand and by site.

Additionally the number of sites redeveloped and extended, along with the new 'Food to Go' outlet roll out, are also key non financial performance indicators.

MFG is also focussed on all aspects of HSE and various metrics are used to measure performance and to identify any issues.

During the year the Company reported turnover of £239.4m (2021: £156.3m) and operating profit of £11.8m (2021: £8.8m).

Principal risks and uncertainties

The principal risks affecting the Company are shared with those of the UK parent undertakings. The Directors are satisfied that those risks are properly addressed by all the Group companies, and that both the risks and the resulting financial policies are properly explained in the consolidated financial statements of CD&R Firefly Holdco Limited and CD&R Firefly 4 Limited, which are publicly available.

Future developments

The Company's principal purpose continues to be as a petrol and EV charging station trading company trading under the Company-owned Company-operated model.

Strategic Report *(continued)*

Competition and Markets Authority

Following the announcement in October 2021 of the acquisition of Morrisons by CD&R, MFG's majority shareholder, the Competition and Markets Authority ("CMA") announced on 26th October 2021 that it was launching an investigation into the transaction. MFG and Morrisons were served initial orders as a consequence of the fact that the two businesses have a shared owner. These restricted the ability of MFG to acquire further sites until the remedies required by the CMA were fully enacted and remained in place until the completion of the regulatory review.

On 9 June 2022 the CMA accepted undertakings from CD&R to divest 87 filling stations from the MFG network, and all affected sites have now been sold.

Now that all sites have been sold, MFG is reactivating its acquisition program. On the back of a record year, the Group entered 2023 with some £600m of liquidity available, providing financial capability for continuing investment in the development and growth of the network and, since the year end the Group has acquired 26 operational petrol forecourt sites, 2 of which will be operated by the Company.

The Group remains well placed to confront the challenges arising and thrive as the industry evolves.

Community

MFG conducts its business in an ethically aware manner so as not to detrimentally affect the quality of life enjoyed by the communities in which it operates.

MFG strives to:

- Respond quickly to issues or concerns raised by neighbours pertaining to the business.
- Engage with communities and support relevant and appropriate activities both at local and national level.
- Abide by local planning and other by-laws prevalent where the sites are based.
- Support community activity through actions and sponsorship as and where appropriate.
- Maintain properties, land and boundaries in such a condition so as not to degrade the visual amenities of the neighbours or affect or endanger the surrounding communities.

Strategic Report *(continued)*

Environmental impact

MFG is committed to ensuring that the environmental consequences of its operations are minimised. MFG, as far as practical, pursues the following objectives:

- Reduction in consumption of raw materials and energy
- Reduction in emission of harmful products to the atmosphere
- Recycling of waste where possible.

Approved by the Board and signed on its behalf by:



Simon Lane

Director

21 September 2023

Directors' Report

The Directors present their annual report and audited financial statements for the year ended 31 December 2022.

Results for the period, dividend disclosures, risk management and future developments of the Company can be found in the Strategic Report on pages 4 to 7.

Directors

The directors of the Company who were in office during the financial period and up to the date of signing the financial statements were:

- William Bannister
- Jeremy Clarke
- Simon Lane
- Thomas Biggart

Key Management Personnel

The following individuals were the key management personnel of the Company and MFG during the year:

- | | |
|---------------------|--------------------------|
| • William Bannister | Chief Executive Officer |
| • Thomas Biggart | Chief Investment Officer |
| • Jeremy Clarke | Chief Operating Officer |
| • Simon Lane | Chief Financial Officer |

Directors' Report *(continued)*

Statement of directors' responsibilities in respect of the financial statements

The directors are responsible for preparing the Annual Report and the financial statements in accordance with applicable law and regulation.

Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have prepared the financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards, comprising FRS 102 "The Financial Reporting Standard applicable in the UK and Republic of Ireland", and applicable law). Under company law the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing the financial statements, the directors are required to:

- a) select suitable accounting policies and then apply them consistently;
- b) state whether applicable United Kingdom Accounting Standards, comprising FRS 102, have been followed, subject to any material departures disclosed and explained in the financial statements;
- c) make judgements and accounting estimates that are reasonable and prudent; and
- d) prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are also responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

The directors are responsible for keeping adequate accounting records that are sufficient to show and explain the company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with the Companies Act 2006.

Approved by the Board and signed on its behalf by:



Simon Lane (Director)

Date: 21 September 2023

Profit and loss account
 for the year ended 31 December 2022

	Note	2022 £000	2021 £000
Turnover	5	239,417	156,345
Cost of sales		<u>(207,113)</u>	<u>(132,932)</u>
Gross profit		32,304	23,413
Administrative expenses		<u>(20,517)</u>	<u>(14,597)</u>
Operating profit	6	11,787	8,816
Income from group undertakings	9	-	2,751
Interest payable and similar expenses	10	<u>(1,540)</u>	<u>(2,160)</u>
Net interest expense		<u>(1,540)</u>	<u>(2,160)</u>
Profit before taxation		10,247	9,407
Tax charge	11	<u>(663)</u>	<u>(769)</u>
Profit for the financial year		<u>9,584</u>	<u>8,638</u>

Statement of comprehensive income
for the year ended 31 December 2022

	2022	2021
	£000	£000
Profit for the financial year	<u>9,584</u>	<u>8,638</u>
Other comprehensive income for the financial year	-	-
Total comprehensive income for the year	<u>9,584</u>	<u>8,638</u>

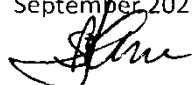
Balance sheet
 as at 31 December 2022

	Note	2022 £000	2021 £000
Fixed assets			
Intangible assets	12	-	-
Tangible assets	13	29,583	27,622
		29,583	27,622
Current assets			
Inventories	14	4,957	4,155
Debtors	15	11,465	5,135
Cash at bank and in hand		11,145	11,749
		27,567	21,039
Creditors: amounts falling due within one year	16	(33,167)	(34,925)
Net current liabilities		(5,600)	(13,886)
Total assets less current liabilities		23,983	13,736
Provision for other liabilities	17	(1,523)	(860)
Net assets		22,460	12,876
Capital and reserves			
Called up share capital	18	-	-
Retained earnings		22,460	12,876
Total equity		22,460	12,876

The notes on pages 14 to 29 are an integral part of these financial statements.

For the year ending 31 December 2022, the Company was entitled to exemption from audit under section 479A of the Companies Act 2006 relating to subsidiary companies. The members have not required the Company to obtain an audit of its accounts for the year in question in accordance with section 476. The Directors acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of accounts.

The financial statements on pages 10 to 29 were authorised for issue by the board of directors on September 2023 and were signed on its behalf by



Simon Lane (Director)

Date: 21 September 2023

Statement of changes in equity

	Called up share capital £000	Retained earnings £000	Total equity £000
Balance as at 1 January 2021	-	4,238	4,238
Profit for the year	-	8,638	8,638
Other comprehensive income for the year	-	-	-
Total comprehensive income for the year	-	8,638	8,638
Balance as at 31 December 2021	-	12,876	12,876
Profit for the year	-	9,584	9,584
Other comprehensive income for the year	-	-	-
Total comprehensive income for the year	-	9,584	9,584
Balance as at 31 December 2022	-	22,460	22,460

Notes to the financial statements

1 General information

Peregrine Retail Limited (the "Company") is a private company limited by shares and is incorporated in the United Kingdom and registered in England.

The address of its registered office is 10 Bricket Road, St Albans, Hertfordshire, United Kingdom, AL1 3JX.

The principal activity of the Company is that of ownership and operation of petrol filling stations.

2 Statement of compliance

The financial statements of Peregrine Retail Limited have been prepared in compliance with United Kingdom Accounting Standards, including Financial Reporting Standard 102, 'The Financial Reporting Standard applicable in the United Kingdom and the Republic of Ireland' ('FRS102') and the Companies Act 2006.

3 Summary of significant accounting policies

The principal accounting policies applied in the preparation of these financial statements are set out below. These policies have been consistently applied to all periods presented.

3.1 Basis of preparation

These financial statements are prepared on a going concern basis, under the historical cost convention, unless otherwise stated in the accounting policies.

The preparation of financial statements in conformity with FRS 102 requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the Company's accounting policies. The areas involving a higher degree of judgement and complexity, or areas where assumptions and estimates are significant to the financial statements are disclosed in note 4.

Notes to the financial statements (*continued*)

3 Summary of significant accounting policies (*continued*)

3.2 *Disclosure exemptions*

The Company has taken advantage of the following exemptions on the basis that it is a qualifying entity and is included in the consolidated accounts of CD&R Firefly 4 Limited:

- The requirement to prepare a statement of cash flows
- Financial instrument disclosures
- Key management personnel compensation

3.3 *Going concern*

As part of their going concern review the Directors have followed the guidelines published by the Financial Reporting Council entitled *Going Concern and Liquidity Risk Guidance for Directors of UK Companies 2009*.

At the reporting date, the Directors have a reasonable expectation that the Company has adequate resources to continue in operational existence for the foreseeable future. Thus the Directors continue to adopt the going concern basis of accounting in preparing the financial statements.

The Directors are confident that the Company will remain fully supported by Motor Fuel Group.

3.4 *Currencies*

Items included in these financial statements are measured using the currency of the primary economic environment in which the Company operates (**the functional currency**) which is UK sterling (£). Amounts are generally expressed in thousands (£'000) and rounded accordingly.

Notes to the financial statements (*continued*)

3 Summary of significant accounting policies (*continued*)

3.5 *Tangible assets*

Tangible assets are stated at cost less accumulated depreciation and any impairment losses. Cost includes the original purchase price of the asset and the costs attributable to bringing the asset to its working condition for its intended use.

Depreciation is charged to write off the costs of assets over their estimated useful lives, starting from the month they are first used, as follows:

- Freehold land: not depreciated
- Freehold buildings: straight line over 50 years
- Leasehold buildings: straight line over the term of the lease
- Plant and machinery: straight line over 3 to 10 years

The gain or loss arising on the disposal of an asset is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in the profit and loss account.

3.6 *Revaluation of land and buildings*

The Company's policy is not to revalue land and buildings.

3.7 *Investments*

Investments in subsidiaries are stated at cost, provision being made where appropriate to recognise a permanent diminution in value.

3.8 *Impairment of non-current assets*

At each reporting date, the Directors review the carrying amounts of all non-current assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of any impairment loss. Where the asset does not generate cash flows that are independent from other assets, the Directors estimate the recoverable amount of the cash-generating unit to which the asset belongs. The recoverable amount is the higher of fair value less costs to sell and value in use.

Notes to the financial statements (*continued*)

3 Summary of significant accounting policies (*continued*)

3.8 Impairment of non-current assets (*continued*)

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset for which the estimates of future cash flows have not been adjusted. If the recoverable amount of an asset (or cash-generating unit) is estimated to be less than its carrying amount, the carrying amount of the asset (cash-generating unit) is reduced to its recoverable amount. An impairment loss is recognised as an expense immediately in the profit and loss account.

3.9 Revenue and income recognition

Revenue for the Company arose principally from fuels retailing.

Revenue is measured at the fair value of the consideration received or receivable and represents amounts receivable for fuel supplied, stated net of discounts and value added tax, and property rental income. The Company recognises revenue when (a) it can be reliably measured, (b) it is probable that future economic benefits will flow to the Company and (c) when specific criteria have been met for each of the Company's activities. Any amounts not invoiced at the year-end are accrued in line with accounting policies.

Interest income represents interest receivable on cash balances and on loans to related parties and is recognised as it is earned.

3.10 Cost of sales

Cost of sales consists of the purchase cost of fuel sold and other expenses that are directly related to sales. It is stated net of VAT, discounts and expected rebates relating to those purchases.

3.11 Current and deferred tax

The income tax charge or credit represents the sum of the tax currently payable or recoverable and the movement in deferred tax assets and liabilities for the period.

a) Current tax

Current tax is based on taxable income for the period and any adjustment to tax from previous years. Taxable income differs from net income in the profit and loss account because it excludes items of income or expense that are taxable or deductible in other periods or that are never taxable or deductible. The calculation uses the latest tax rates for the period that have been enacted by the reporting date.

Notes to the financial statements (*continued*)

3 Summary of significant accounting policies (*continued*)

3.11 Current and deferred tax (*continued*)

b) Deferred tax

Deferred tax is calculated at the latest tax rates that have been substantively enacted by the reporting date that are expected to apply when settled. It is charged or credited in the profit and loss account, except when it relates to items credited or charged directly to equity, in which case it is also dealt with in equity.

Deferred tax is the tax expected to be payable or recoverable on temporary differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable income, and is accounted for using the liability method. It is not discounted.

Deferred tax liabilities are generally recognised for all taxable temporary differences and deferred tax assets are recognised to the extent that it is probable that taxable income will be available against which the asset can be utilised. Such assets are reduced to the extent that it is no longer probable that the asset can be utilised.

Deferred tax assets and liabilities are offset when there is an enforceable right to offset current tax assets and liabilities and when the deferred tax assets and liabilities relate to the same taxation authority on either the same taxable entity or different taxable entities settling on a net basis.

3.12 Operating leases

Leases in which a significant portion of the risks and rewards of ownership are retained by the lessor are classified as operating leases. Rentals payable under operating leases (net of any incentives received from the lessor) are charged to the profit and loss account on a straight-line basis over the term of the relevant lease.

3.13 Dividends payable

Any dividends are recognised as a liability at the time they are approved. Otherwise dividends are disclosed if they have been proposed or declared before the relevant financial statements are approved.

Notes to the financial statements (*continued*)

3 Summary of significant accounting policies (*continued*)

3.14 Financial instruments

Financial assets and financial liabilities are recognised in the balance sheet when the Company becomes party to the contractual provisions of the instrument. Financial assets are derecognised when the contractual rights to the cash flows from the financial asset expire or when the contractual rights to those assets are transferred. Financial liabilities are derecognised when the obligation specified in the contract is discharged, cancelled or expired.

Financial assets

Basic financial assets, including trade and other receivables, loans to fellow group companies, cash and bank balances are recognised initially at transaction price. Appropriate provisions for estimated irrecoverable amounts are recognised in the profit and loss account when there is objective evidence that the assets are impaired. Such assets are subsequently carried at amortised cost using the effective interest method. Interest income is recognised by applying the effective interest rate, except for short-term receivables when the recognition of interest would be immaterial.

Cash and cash equivalents

Cash and cash equivalents consist of cash on hand, demand deposits, and other short-term highly liquid investments that are readily convertible to a known amount of cash and are subject to an insignificant risk of changes in value.

Financial liabilities

Basic financial liabilities, including trade and other payables and loans from fellow group companies are initially recognised at transaction price unless the arrangement constitutes a financing transaction. They are subsequently measured at amortised cost using the effective interest method.

3.15 Share capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new shares are shown in equity, as a deduction from the proceeds.

3.16 Classification as debt or equity

Debt and equity instruments issued are classified as either financial liabilities or as equity in accordance with the substance of the contractual arrangements and the definitions of a financial liability and an equity instrument.

Notes to the financial statements (*continued*)

3 Summary of significant accounting policies (*continued*)

3.17 Fair value estimation - receivables and payables

The carrying values of trade receivables and payables are assumed to approximate their fair values because the short-term nature of such assets renders the impact of discounting to be negligible.

3.18 Inventories

Inventories are measured at the lower of cost and net realisable value after making due allowance for obsolete and slow-moving stocks. Net realisable value is based on estimated selling price less further costs to completion and disposal.

4 Critical accounting estimates and judgements

The Company makes certain estimates and assumptions regarding the future. Estimates and judgements are continually evaluated based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. In the future, actual experience may differ from these estimates and assumptions.

The estimates that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are discussed below:

4.1 Depreciation

Depreciation is provided so as to write down the assets to their residual values over their estimated useful lives as set out in the Company's accounting policy. The selection of these estimated useful lives requires the exercise of management judgement. Useful lives are regularly reviewed, and should management's assessment of useful lives shorten, the depreciation charge in the financial statements would increase and carrying amounts of tangible assets would reduce accordingly.

There were no significant accounting judgements required to be made in the preparation of these financial statements.

5 Turnover

All turnover arose within the United Kingdom and is derived solely from the Company's principal trading activity.

Notes to the financial statements (*continued*)

6 Operating profit

Operating profit is stated after charging:

	2022	2021
	£000	£000
Operating lease costs - land and buildings	1,731	248
Amortisation expense – Note 12	-	16
Depreciation of owned property, plant and equipment - Note 13	1,758	1,300
Employment costs (note 8)	8,159	7,746

7 Auditors' remuneration

There was no auditors' remuneration in the year (2021: £nil).

8 Employees and directors

The aggregate payroll costs were as follows:

	2022	2021
	£000	£000
Wages and salaries	7,731	7,185
Social security costs	261	443
Pension costs	167	103
Other employee expense	-	15

The Directors are not remunerated in respect of their services to the Company.

Notes to the financial statements (*continued*)

8 Employees and directors (*continued*)

The average number of persons employed by the Company during the period, analysed by category was as follows:

	2022	2021
	No.	No.
Sales, marketing and distribution	663	547

9 Investment income

In January 2021, pursuant to a reorganisation of business activities within MFG, intercompany balances owed to Motor Fuel (No. 6) Ltd and Motor Fuel (No. 3) Ltd were forgiven, resulting in a profit for the Company of £2,751,000.

10 Interest expense

	2022	2021
	£000	£000
<i>Interest payable and similar expenses</i>		
Intercompany interest payable	(1,540)	(2,160)
Total interest payable and similar expenses	(1,540)	(2,160)

External interest costs incurred by MFG have been recharged across the Group in proportion to the reliance in each entity on intragroup debt, as reflected in year end intercompany loan balances.

Notes to the financial statements (continued)

11 Tax on profit

	2022	2021
	£000	£000
11.1 Income tax expense		
<i>Current tax</i>		
- UK Corporation tax on results for the year	-	-
Total current tax	-	-
<i>Deferred tax</i>		
- Origination and reversal of timing differences	499	740
- Adjustment in respect of prior periods	7	-
- Effect of changes in tax rates	157	29
Total deferred tax	663	769
Tax charge for the year	663	769

11.2 Reconciliation of tax charge

Tax assessed for the year is lower (2021: lower) than the standard rate of corporation tax in the UK of 19.0%. The difference is explained below:

	2022	2021
	£000	£000
Profit before tax	10,246	6,592
Tax charge at the UK corporate tax rate of 19.0% (2021: 19%)	1,947	1,252
Effects of:		
- Non-deductible expenditure	1	-
- Fixed asset differences	(140)	(124)
- Adjustments in respect of previous periods – deferred tax	7	-
- Remeasurement of deferred tax – change in future UK tax rate	157	207
- Group relief for nil consideration	(1,309)	(566)
Total tax charge for the year	663	769

Deferred tax has been provided for at a rate of 25% (2021: 25%). The rate applicable from 1 April 2023 is to be 25%.

Notes to the financial statements (*continued*)

12 Intangible assets

	Goodwill £000	Total £000
Cost		
At 1 January 2022	1,380	1,380
At 31 December 2022	1,380	1,380
Amortisation		
At 1 January 2022	1,380	1,380
Charge for the year	-	-
At 31 December 2022	1,380	1,380
Carrying amount		
At 31 December 2022	-	-
At 1 January 2022	-	-

Notes to the financial statements (*continued*)

13 Tangible assets

	Land and buildings	Plant and machinery	Motor vehicles	Total
	£000	£000	£000	£000
Cost				
As at 1 January 2022	19,509	12,427	4	31,940
Additions in the year	28	3,763	-	3,791
Disposals	-	(1,125)	(4)	(1,129)
As at 31 December 2022	19,537	15,065	-	34,606
Accumulated depreciation				
As at 1 January 2022	401	3,913	4	4,318
Charge for the year	237	1,521	-	1,758
Disposals	-	(1,053)	(4)	(1,057)
As at 31 December 2022	638	4,381	-	5,019
Carrying amount				
As at 1 January 2022	19,108	8,514	-	27,622
As at 31 December 2022	18,899	10,684	-	29,583

14 Inventories

	2022 £000	2021 £000
Finished goods – fuel	2,163	1,891
Finished goods – dry goods	2,794	2,264
	4,957	4,155

There is no material difference between the replacement cost of inventories and the amounts stated above. Inventories expensed are shown within cost of sales. All inventories are carried at the lower of cost and net realisable value. No inventories were provided against in the year (2021: none).

Notes to the financial statements *(continued)*

15 Debtors

	2022	2021
	£000	£000
Trade receivables	4,333	562
Amounts owed by group undertakings	6,199	1,700
Other receivables	38	-
Prepayments and accrued income	895	2,873
	11,465	5,135

Amounts owed by group undertakings are interest free, repayable on demand with no fixed repayment date and unsecured.

16 Creditors: amounts falling due within one year

	2022	2021
	£000	£000
Trade creditors	13,154	13,123
Amounts owed to group undertakings	14,820	19,557
VAT payable	534	227
Other taxation and social security	1,044	155
Other creditors	2,240	-
Accruals and deferred income	1,375	1,863
	33,167	34,925

Amounts owed to Group undertakings are repayable on demand with no fixed repayment date and unsecured. External interest costs have been recharged across the Group in proportion to the reliance in each entity on Group debt, as reflected in intercompany loan balances.

Notes to the financial statements (continued)

17 Provision for other liabilities

The provision comprises deferred taxation.

	2022 £000	2021 £000
As at beginning of period	860	91
Charged to profit and loss in the period (note 11)	663	769
As at end of period	1,523	860

The deferred tax liability above relates to

	2022 £000	2021 £000
Accelerated capital allowances	1,537	91
Short term timing differences	(14)	769
	1,523	860

18 Called up Share Capital

Ordinary shares of £1.00 each	No.	£000
Allotted and fully paid		
At 1 January and 31 December 2022	2	-

19 Capital and other commitments

As at 31 December, the Company had commitments under non-cancellable operating leases. The total future value of minimum lease payments is due as follows:

	2022 £000	2021 £000
Operating leases which expire:		
Within one year	248	248
In one to five years	1,022	983
Later than five years	4,430	3,828
	5,700	5,059

Notes to the financial statements (*continued*)

20 Ultimate controlling party

The immediate parent undertaking is Malthurst Retail Limited, registered in England and Wales.

In the opinion of the Directors the ultimate controlling party is CD&R Firefly Holdings Sàrl, registered in Luxembourg.

The largest UK parent undertaking drawing up consolidated financial statements which include the results of this company is CD&R Firefly Holdco Limited. The smallest UK parent undertaking drawing up consolidated financial statements which include the results of this company is CD&R Firefly 4 Limited. Those financial statements are available from Companies House and Directors' interests in the Group are disclosed therein.

21 Contingent liabilities and guarantees

Under the terms of the Group's secured bank loans, all entities in the Group guarantee the debts of the Group.

22 Post balance sheet events

a) Assets sold

As described in the Strategic Report, following a review by the CMA, MFG was obliged to sell 87 petrol stations. These sites were marketed in the latter part of 2022 and all have now been sold.

b) Sites acquired

MFG has purchased 26 operational sites since the year end, two of these will be operated by the Company.

c) Borrowings refinanced

MFG completed a refinancing exercise in March and April 2023. This involved:

- MFG's Second Lien Facility being repaid in full along with outstanding accrued interest, funded using cash and a £58m draw on MFG's Revolving Credit Facility ("RCF");
- A portion of MFG's Term Loans being amended and extended into new facilities (facilities not amended and extended were left in place);
- An £83.4m incremental Term Loan draw by MFG; and
- Extending the term of MFG's RCF and Letter of Credit facilities at the same level.

Notes to the financial statements *(continued)*

22 Post balance sheet events (continued)

In April MFG undertook additional refinancing transactions:

- Executed additional cross currency swap transactions to fully hedge the euro portion of MFG's debt through 2023 and also additional transactions to roll its €246m hedge from December 2023 to December 2025;
- CD&R Firefly Holdco Limited declared a dividend of £23.4m enabling its immediate parent company, CD&R Tiger Jersey Holdco Ltd to redeem shareholder debt; and
- Finally, also in April the Board of CD&R Tiger Jersey Holdco Limited approved a payment to the Founder Investors of £60m, paid in the same month.



1/14/23 3:49 PM
North Yorkshire YO7 3TY
United Kingdom

Video Entitled “Fuel Theft Video (001) dated 15.07.23” – Viewing Instructions

- 1) Go to the Toolbar menu on the left hand side of the screen (there should be 4 icons)
- 2) Click on the ‘Attachments: View File Attachments’ tab – This looks like a paperclip (3rd icon down)
- 3) Double Click on the video entitled “Fuel Theft Video (001) dated 15.07.23”
- 4) A pop up box will appear asking you to confirm if you would like to open the file
- 5) Click ‘Open this file’
- 6) The video will open and start playing immediately



Video Entitled “Fuel Theft Video (002) dated 26.07.23” – Viewing Instructions

- 1) Go to the Toolbar menu on the left hand side of the screen (there should be 4 icons)
- 2) Click on the ‘Attachments: View File Attachments’ tab – This looks like a paperclip (3rd icon down)
- 3) Double Click on the video entitled “Fuel Theft Video (002) dated 26.07.23”
- 4) A pop up box will appear asking you to confirm if you would like to open the file
- 5) Click ‘Open this file’
- 6) The video will open and start playing immediately

Apple Maps

Thirsk Garlic
Centre &
Coffee Shop

Tuesday, 12 September 2023 at 18:14:57

YO7 3AA
188° S

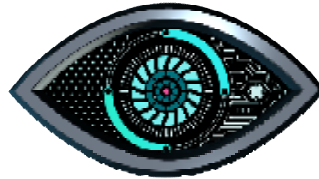












**ASSET PROTECTION
SECURITY SERVICES**

WED 10th Jan 2024

TO OCCUPANTS AT:

Land in and around MFG Service Station and surrounding land. YO73AA

NOTICE TO VACATE LAND/SITE

We act for **MFG** tenant/owner of the land upon which you are trespassing.

Take Notice that **Triton Group** are the management agent of the premises/land on which you are trespassing and require you to leave.

You are here without permission, license or consent and have no right to remain. You should therefore leave with all your belongings and vehicles immediately.

If you fail to do **Triton Group** will exercise their rights of self-help to remove you from the land and have instructed Agents to do so on its behalf. This right, under common law, is set out in Halsbury's Law of England Volume 97 (2010) 5th Edition.

The police will be informed and asked to attend whilst **Triton Group** exercises their right of removal to ensure that there is no breach of peace.

Neither **Triton Group** nor Asset Protection Security Ltd will accept any actual or consequential liability as a result of carrying out the above action.

Signed on behalf of **Triton Group**

We will notify the Police of our intentions.

Thomas Ross

From: Jamie Manojlovic <Jamie@triton-security.com>
Sent: 17 January 2024 10:07
To: Alicia Foo; Thomas Ross
Subject: [EXTERNAL] FW: MFG Thirsk Services - Travellers Enforcement

Kind Regards

Jamie Manojlovic
Sales Director



t: 01937 842424 **m:** 07719 048322
a: Templar House | 1 Sandbeck Court | Wetherby | LS22 7BA
w: www.triton-security.com

Triton Security and Facilities Management Limited. Registered in England.
Registered Office: Templar House, 1 Sandbeck Court, Wetherby, LS22 7BA.
Company Registration Number 04628386

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From: Ross Mercer <ross.mercer@motorfuelgroup.com>
Sent: Wednesday, January 10, 2024 5:32 PM
To: Matthew Smith <Matt.Smith@thesitugroup.com>
Cc: Jamie Manojlovic <Jamie@triton-security.com>; Graham Wilson <Graham.Wilson@motorfuelgroup.com>
Subject: Re: MFG Thirsk Services - Travellers Enforcement

Hi Matt,

As discussed, we obviously need to try and get this blocked asap.

Thanks,
Ross

Ross Mercer
Senior Construction Project Manager
Motor Fuel Group
M: 07920 210271

Sent from my iPhone

On 10 Jan 2024, at 17:12, Matthew Smith <Matt.Smith@thesitugroup.com> wrote:

Hi Ross

As discussed
They have now started coming through this footpath.

Regards

<image.png>

Sent from my iPhone

On 10 Jan 2024, at 16:47, Jamie Manojlovic <Jamie@triton-security.com> wrote:

Hi,

Just to update, enforcement agent is due on-site just after 6pm today.

He will try negotiate with the travellers to leave but I suspect this will be an eviction that takes place tomorrow as this is what happened with these travellers previously.

Kind Regards
Jamie Manojlovic
Sales Director



t: 01937 842424 m: 07719 048322
a: Templar House | 1 Sandbeck Court | Wetherby | LS22 7BA
w: www.triton-security.com

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On 10 Jan 2024, at 14:21, Jamie Manojlovic <Jamie@triton-security.com> wrote:

Hi Ross,

Understood, papers are been drafted up now and then notice will be served. As mentioned, the enforcement agent will serve notice and then assess the situation whilst having discussions with the travellers regarding their movements/plans. We will then be back in touch to advise on how many bailiffs will be required to successfully remove them.

Regards

Kind Regards
Jamie Manojlovic
Sales Director



t: 01937 842424 m: 07719 048322
a: Templar House | 1 Sandbeck Court | Wetherby | LS22 7BA
w: www.triton-security.com

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On 10 Jan 2024, at 14:15, Ross Mercer
<ross.mercer@motorfuelgroup.com> wrote:

Hi Jamie,

As discussed on the phone, we are installing access barriers to the HGV Entrance & Exit lanes just now on site, and as we've been carrying out these works the travellers have managed to get in.

Can you please start the enforcement notice and evict them from the site asap.

Matt Smith from Situ Group, copied into this email, has your contact details and will call you as well. Please liaise with Matt regarding payment etc. However, as also discussed, please try, and keep costs down to an absolute minimum.

Thanks,
Ross

Ross Mercer
Senior Construction Project Manager

<image001.png>

Mobile: +44 (0)7920 210271
Email: ross.mercer@motorfuelgroup.com

Motor Fuel Limited
10 Bricket Road, St Albans, Hertfordshire, AL1 3JX
Web: www.motorfuelgroup.com

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Motor Fuel Limited
Registered office: 10 Bricket Road, St Albans,
Hertfordshire, AL1 3JX. Registered in England & Wales.
Registered number: 05206547

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Project: MFG Thirsk Fuelling Centre
 Main Contractor: Situ TBS
 Client: Motor Fuel Group
 Our Reference: 70097
 Package: Drop Down Barriers
 Order Reference: ORD320196
 Submitted by: Jonathan Matthews

Date: 30/01/2024

Application for Payment 1

To whom it may concern,

Please find below and attached the latest application for the above project.

Should you wish to discuss anything further, please do not hesitate to contact us.

If possible we would like to arrange a time to review with you prior to certification in order to avoid any unnecessary variances on the account and to provide any further information you may require to certify in full.

	Application 1	Period Movt	Certificate 1	Movement	Variance
Measured Works	£ 78,144.20	£ 78,144.20	£ -	£ -	
Variations	£ 4,542.00	£ 4,542.00	£ -	£ -	
Total	£ 82,686.20	£ -	£ 82,686.20	£ -	
Provisional Contract Sum	£ 78,144.20				

Application for Payment 1	£ 82,686.20
Less Previously Paid	£ -
Total Due This Period	£ 82,686.20



Situ TBS - 17 Pebble Close, Amington, Tamworth, B77 4RD
 Tel: 0121 306 0256 - www.thesitugroup.com
 Company registration no: 9042621 VAT registration no: 191980670



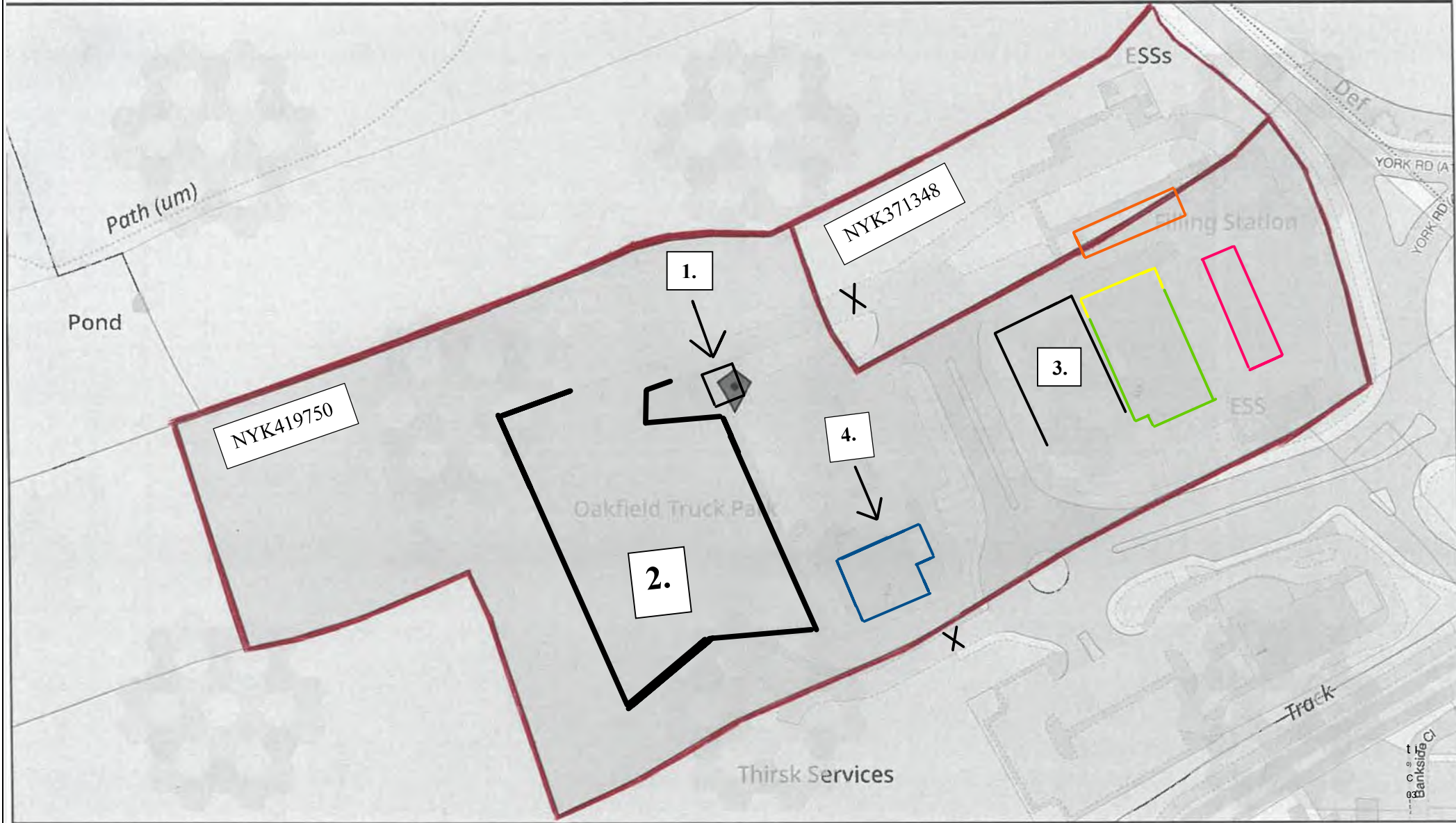


Invoice Number	Invoice Date	Description	Amount
53199	25/05/2023	Security 15/05/23 - 21/05/23	6,326.25
53367	30/05/2023	Security 22/05/23 - 28/05/23	6,664.00
53888	06/06/2023	Security 29/05/23 - 04/06/23	7,549.25
53890	13/06/2023	Security 05/06/23 - 11/06/23	6,326.25
53893	21/06/2023	Security 12/06/23 - 18/06/23	6,326.25
53976	27/06/2023	Security 19/06/23 - 25/06/23	6,326.25
54461	11/07/2023	Security 03/07/23 - 09/07/23	6,310.50
54494	19/07/2023	Security 10/07/23 - 16/07/23	6,554.63
54503	06/07/2023	Security 26/06/23 - 02/07/23	6,326.25
54558	25/07/2023	Security 17/07/23 - 23/07/23	6,326.25
54943	31/07/2023	Security 24/07/23 - 30/07/23	6,452.25
54945	31/07/2023	Invoice raised for increase in security guard w/c 10/04 1w,8/9c 1.1570 /	
55072	08/08/2023	Security 31/07/23 - 06/08/23	6,877.50
55265	18/08/2023	Security 07/08/23 - 13/08/23	7,153.15
55324	22/08/2023	Security 14/08/23 - 20/08/23	7,153.15
55459	29/08/2023	Security 21/08/23 - 27/08/23	7,496.15
55638	05/09/2023	Security 28/08/23 - 03/09/23	7,782.53
55790	12/09/2023	Security 04/09/23 - 10/09/23	7,153.15
56140	26/09/2023	Security 18/09/23 - 24/09/23	7,153.15
56379	03/10/2023	Security 25/09/23 - 01/10/23	7,153.15
56522	12/10/2023	Security 02/10/23 - 08/10/23	7,129.52
56682	18/10/2023	Security 09/10/23 - 15/10/23	3,577.89
56728	24/10/2023	Security 16/10/23 - 22/10/23	1,820.00
56018	19/09/2023	4026-Security	7,153.15
55790	12/09/2023	4026-Security	7,153.15
57445	28/11/2023	4026-Security	1,982.50
57321	21/11/2023	4026-Security	1,820.00
57189	14/11/2023	4026-Security	1,815.94
57108	08/11/2023	4026-Security	1,820.00
57003	31/10/2023	4026-Security	2,177.50
57978	19/12/2023	4026-Security Dog unit 11/12/23-17/12/23	1,820.00
57837	12/12/2023	4026-Security dog unit 04/12/23-10/12/23	1,820.00
57703	05/12/2023	4026-Security dog unit 27/11/23-03/12/23	1,820.00

Invoice Number	Invoice Date	Description	Amount
54305	11/07/2023	Eviciton Notice to Travellers - 6th July 2023	5,610.00
54938	04/08/2023	Eviciton Notice to Travellers - 1st August 2023	6,130.00
56021	20/09/2023	Eviciton Notice to Travellers - 14/09/2023	8,730.00
56707	23/10/2023	Eviciton Notice to Travellers - 19/10/2023	17,050.00
56859	30/10/2023	Eviciton Notice to Travellers - 27/10/2023	8,470.00
57536	29/11/2023	Eviciton Notice to Travellers - 27/11/2023	7,200.00

Bouldering across the access and egress to and from the HGV park - 28 October 2023	1,100.00
Fencing completed on 21 November 2023	36,000.00
Rising ramps/Drop down barriers as Situ invoice - installed in January 2024	82,686.20





0 5 10 15 20 25 30 35 40 50m

Map scale 1:1250

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Data last updated 10:00pm 15 JANUARY, 2024

Key:

Edged in **Yellow = Greggs**

Edged in **Pink = Petrol Station Forecourt and Petrol Pumps**

Marked Number (4.) and edged in **Dark Blue = Costa Coffee**

Edged in **Orange = EV Charging Station**

Edged in **Light Green** below Greggs = **Budgens**

Land Edged in Red = Denotes all of the Title Number NYK419750 and all of the Title Number NYK371348 (as marked on the plan)

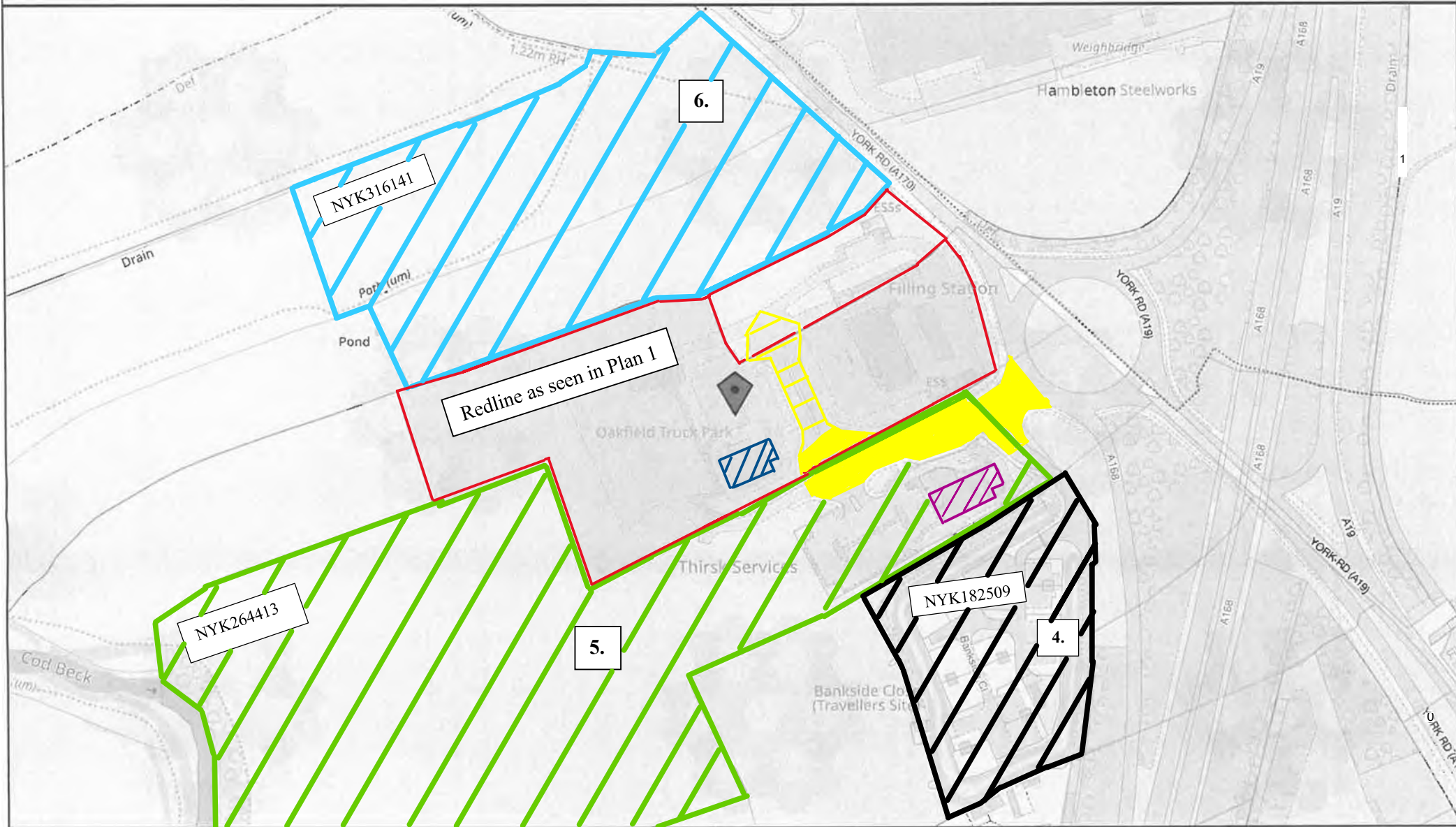
Number 1. = Building believed to be the HGV Washing and Toilet Facilities

Number 2. = Area edged black believed to be the HGV Parking Facilities

Number 3. = Area Edged Black and marked (3.) - HGV Fueling Station / Pumps

Number 4. = Area edged dark blue and marked (4.) – Costa Coffee

Spots Marked (X) above and below Costa = Where boulders have been placed – see Picture 4



0 10 20 30 40 50 60 70 80 100m

Map scale 1:2500

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Data last updated 10:00pm 31 JANUARY, 2024

Key for Plan 2:

Edged in **Yellow** = Access route for Costa Coffee under the lease dated 2 June 2023

Blocked out yellow area within the Yellow edging = Access Route for McDonald's under a leased dated 16 June 2023 (Note – Costa and McDonald's have a partly shared access route – anything within the yellow edging and blocked out in yellow is shared by both McDonald's and Costa; anything within the Yellow edging which is simply hatched in yellow is only part of Costa's access route)

Edged and hatched in **Light Blue** and marked No. "6" = Land registered under title number NYK316141

Edged and hatched in **Green** and marked No. "5" = Land registered under title number NYK264413

Edged and hatched in **Black** and marked No. "4" = Bankside Close, registered under title number NYK182509

Edged and hatched in **Purple** = McDonald's

Edged and hatched in **Red** = Land registered under title number NYK419750 and title number NYK371348 as seen in Plan 1

Edged and hatched in **Dark Blue** = Costa

The subject of the injunction sought is the Land edged in red, except for:

- The land edged and hatched in dark blue (Costa) and any of the land edged yellow which is within the red edging.

Locker 

Amazon Locker
- lawnmower

 bp

Costa Drive Thru 

 McDonald's
Fast food • £

Bankside Cl

R Elsworth
BMW Specialist

 Harvest Energy

Earley Ornamentals

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY TRUSTS AND PROBATE LIST (CHD)

CLAIM NO: PT-2024-LDS-000022



Before Her Honour Judge Kelly sitting as a Judge of the High Court
On 15 February 2024

PT-2024-LDS-000022

BETWEEN:-

- (1) MOTOR FUEL LIMITED
- (2) PEREGRINE RETAIL LIMITED

Claimants

-and-

- (1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS
- (2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

ORDER

UPON the Claimants' claim by Claim Form, dated 12 February 2024

AND UPON reading the Claim Form and the supporting evidence

AND UPON the Claimants' *ex parte* application pursuant to CPR r6.15 and 6.27, dated 15 February 2024 (the "**Application Notice**")

AND UPON noting a typographical error in section 3 of the Application Notice

AND UPON the Claimant's application for an interim injunction, dated 12 February 2024

AND UPON the Notice of Hearing, dated 13 February 2024, listing the application for the interim injunction on 23 February 2024 and making consequential directions (the "**Interim Injunction Directions Order**")

AND UPON hearing Counsel for the Claimants

IT IS ORDERED THAT:

Alternative Service

1. The Claimants be permitted to amend section 3 of the Application Notice to the following:

"Orders under CPR 6.15 and 6.27 that the Claimants' (i) application for an interim injunction, and (ii) claim for an ~~interim~~ injunction can be served by alternative methods of service, as more particularly described in the draft orders annexed hereto."

2. Pursuant to CPR r6.15 and 6.27, service upon the Defendants of the Claim Form, Particulars of Claim, the Witness Statement of Richard Linton, the Witness Statements of David Ablott and the Witness Statement of Andrew Caddick, the Response Pack, the Application Notice for an interim injunction, the Application Notice for alternative service and this Order (the "**Documents**") may be effected by an alternative method and at an alternative place, namely by:

- a. Fixing a copy of the Documents at the following locations around the Land:
 - i. The entrance ramp electrical cabinet at the entrance to the HGV Park;
 - ii. The exit ramp electrical cabinet at the exit to the HGV Park;
 - iii. The left and right hand lampposts in the staff parking area;
 - iv. The left and right hand lampposts in the customer parking area;

- v. Each of the 4 sets of petrol pumps;
 - vi. Two of the EV charging units;
 - vii. The left and right hand side of the 2 bay parking area adjacent to the EV charging area;
 - viii. Entrance door to Budgens/Greggs; and
 - ix. The entrance to the HGV Park toilet and shower block.
- b. Uploading the Documents to the following website:
<http://www.motorfuelgroup.com>.
 - c. Sending a link to the above website by email to the email addresses listed in Schedule 2 to this Order.
3. The carrying out of each and all of these steps will amount to good and proper service.
 4. The Documents will be deemed to be served upon the Defendants at 4pm on the date that all of the steps set out in paragraph 1 above have been completed as confirmed by the filing of a certificate of service with the Court.
 5. The date for filing an Acknowledgement of Service by the Defendants shall be 14 days after service of the claim form.
 6. The date for filing an Admission by the Defendants shall be 14 days after service of the claim form.
 7. The date for filing a Defence by the Defendants shall be 14 days after service of the claim form or 28 days after service of the claim form if an Acknowledgement of Service is filed in accordance with paragraph 4 above.

Other directions

8. Paragraphs 6 and 7 of the Interim Injunction Directions Order are set aside. The hearing bundle shall be filed and served (pursuant to the methods set out in paragraph 2-4 of this Order) by 4pm on Monday 19 February 2024.

COMMUNICATIONS WITH THE CLAIMANTS

The Claimants' solicitors and their contact details are:

Connor Merrifield
Pinsent Masons LLP
1 Park Row
Leeds
LS1 5AB

Phone number: 0113 368 6523

Email: Connor.Merrifield@pinsentmasons.com

Alicia Foo
Pinsent Masons LLP
55 Colmore Row
Birmingham
B3 2FG

Phone number: 0121 2604024

Email: alicia.foo@pinsentmasons.com

Dated: 15 February 2024

SCHEDULE 1 - PLAN



SCHEDULE 2 - EMAIL ADDRESSES

Group / Individual	Email contact (where available)	Social Media account
Leeds Gate Gypsy and Traveller Exchange	contact@leedsgate.co.uk	https://www.facebook.com/LeedsGATE
York Travellers Trust	info@ytt.org.uk	https://www.facebook.com/YorkTravellers/
The Traveller Movement	(General Enquiry) info@travellermovement.org.uk (Media Enquiries) policymanager@travellermovement.org.uk	https://www.facebook.com/travellermovement/
Friends, Families and Travellers	fft@gypsy-traveller.org (Press Enquiries): sami@gypsy-traveller.org	https://www.facebook.com/FriendsFamiliesandTravellers
The North Yorkshire Council	infogov@northyorks.gov.uk and contactus@northyorks.gov.uk	

Response pack

You should read the 'notes for defendant' attached to the claim form which will tell you when and where to send the forms.

Included in this pack are:

- either **Admission Form N9A** (if the claim is for a specified amount)
- either **Defence and Counterclaim Form N9B** (if the claim is for a specified amount)
- **Acknowledgment of service** (see below)
- or Admission Form N9C** (if the claim is for an unspecified amount or is not a claim for money)
- or Defence and Counterclaim Form N9D** (if the claim is for an unspecified amount or is not a claim for money)

If you admit the claim or the amount claimed and/or you want time to pay	➔	Complete the admission form
If you admit part of the claim	➔	the admission form and the defence form
If you dispute the whole claim or wish to make a claim (a counterclaim) against the claimant	➔	the defence form
If you need 28 days (rather than 14) from the date of service to prepare your defence, or wish to contest the court's jurisdiction	➔	the acknowledgment of service
If you do nothing, judgment may be entered against you		

Acknowledgment of service

Defendant's full name if different from the name given on the claim form

In the	
Claim No.	
Claimant (including ref.)	
Defendant	

Address to which documents about this claim should be sent (including reference if appropriate)

Postcode <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/>	If applicable	
	Telephone no.	
	Fax no.	
	DX no.	
	Your ref.	

E-mail	<input style="width: 90%;" type="text"/>
--------	--

Tick the appropriate box

1. I intend to defend all of this claim
2. I intend to defend part of this claim
3. I intend to contest jurisdiction

(My) (Defendant's) date of birth is

 / /

If you file an acknowledgment of service but do not file a defence within 28 days of the date of service of the claim form, or particulars of claim if served separately, judgment may be entered against you.

If you do not file an application to dispute the jurisdiction of the court within 14 days of the date of filing this acknowledgment of service, it will be assumed that you accept the court's jurisdiction and judgment may be entered against you.

If served outside the jurisdiction see CPR rule 6.35 and 6.37(5).

Signed

(Defendant) (Defendant's legal representative) (Litigation friend)

Position or office held
(if signing on behalf of firm or company)

Date / /

For further details of the courts www.gov.uk/find-court-tribunal. When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Admission (unspecified amount, non-money and return of goods claims)

- Before completing this form please read the notes for guidance attached to the claim form. If necessary provide details on a separate sheet, add the claim number and attach it to this form.
- If you are not an individual, you should ensure that you provide sufficient details about the assets and liabilities of your firm, company or corporation to support any offer of payment made.

In the	
Claim No.	
Claimant <small>(including ref.)</small>	
Defendant	

In non-money claims only

I admit liability for the whole claim
(Complete section 11)

In return of goods cases only

Are the goods still in your possession?

Yes No

Part A Response to claim (tick one box only)

I admit liability for the whole claim but want the court to decide the amount I should pay / value of the goods

OR

I admit liability for the claim and offer to pay in satisfaction of the claim
(Complete part B and sections 1 - 11)

Part B How are you going to pay the amount you have admitted? (tick one box only)

I offer to pay on (date)

OR

I cannot pay the amount immediately because (state reason)

AND

I offer to pay by instalments of £
per (week)(month)

starting (date)

1 Personal details

Surname

Forename

Mr Mrs Miss Ms

Married Single Other (specify)

Date of birth

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Address

Postcode

Tel. no.

2 Dependants (people you look after financially)

Number of children in each age group

under 11 11-15 16-17 18 & over

Other dependants

(give details)

3 Employment

I am employed as a

My employer is

Jobs other than

main job (give details)

<input type="text"/>
<input type="text"/>
<input type="text"/>

I am self employed as a

Annual turnover is..... £

I am not in arrears with my national insurance contributions, income tax and VAT

I am in arrears and I owe..... £

Give details of:

(a) contracts and other work in hand

(b) any sums due for work done

<input type="text"/>
<input type="text"/>

I have been unemployed for years months

I am a pensioner

4 Bank account and savings

I have a bank account

The account is in credit by..... £

The account is overdrawn by.... £

I have a savings or building society account

The amount in the account is..... £

5 Residence

I live in

my own property lodgings

jointly owned house rented property

council accommodation

6 Income

My usual take home pay (<i>including overtime, commission, bonuses etc</i>)	£	per
Income support	£	per
Child benefit(s)	£	per
Other state benefit(s)	£	per
My pension(s)	£	per
Others living in my home give me	£	per
Other income (<i>give details below</i>)		
	£	per
	£	per
	£	per
Total income	£	per

8 Priority debts (This section is for arrears only. Do not include regular expenses listed in section 7)

Rent arrears	£	per
Mortgage arrears	£	per
Council tax/Community Charge arrears	£	per
Water charges arrears	£	per
Fuel debts: Gas	£	per
Electricity	£	per
Other	£	per
Maintenance arrears	£	per
Others (<i>give details below</i>)		
	£	per
	£	per
Total priority debts	£	per

7 Expenses

(Do not include any payments made by other members of the household out of their own income)

I have regular expenses as follows:

Mortgate (<i>including second mortgage</i>)	£	per
Rent	£	per
Council tax	£	per
Gas	£	per
Electricity	£	per
Water charges	£	per
TV rental and licence	£	per
HP repayments	£	per
Mail order	£	per
Housekeeping, food, school meals	£	per
Travelling expenses	£	per
Children's clothing	£	per
Maintenance payments	£	per
Others (<i>not court orders or credit debts listed in sections 9 and 10</i>)		
	£	per
	£	per
	£	per
Total expenses	£	per

9 Court orders

Court	Claim No.	£	per
Total court order instalments		£	per

Of the payments above, I am behind with payments to
(please list)

10 Credit debts

Loans and credit card debts (*please list*)

	£	per
	£	per
	£	per

Of the payments above, I am behind with payments to
(please list)

11 Declaration

I declare that the details I have given above are true to the best of my knowledge

Signed

Position or office held

Date

(if signing on behalf of firm or company)

Defence and Counterclaim

(unspecified amount, non-money and return of goods claims)

- Fill in this form if you wish to dispute all or part of the claim and/or make a claim against the claimant (a counterclaim).
- You have a limited number of days to complete and return this form to the court.
- Before completing this form, please read the notes for guidance attached to the claim form.
- Please ensure that all the boxes at the top right of this form are completed. You can obtain the correct names and number from the claim form. The court cannot trace your case without this information.

How to fill in this form

- Set out your defence in section 1. If necessary continue on a separate piece of paper making sure that the claim number is clearly shown on it. In your defence you must state which allegations in the particulars of claim you deny and your reasons for doing so. If you fail to deny an allegation it may be taken that you admit it.
- If you dispute only some of the allegations you must
 - specify which you admit and which you deny; and
 - give your own version of events if different from the claimant's.
- If the claim is for money and you dispute the claimant's statement of value, you must say why and if possible give your own statement of value.

Name of court	
Claim No.	
Claimant (including ref.)	
Defendant	

- If you wish to make a claim against the claimant (a counterclaim) complete section 2.
- Complete and sign section 3 before returning this form.

Where to send this form

- send or take this form immediately to the court at the address given on the claim form.
- keep a copy of the claim form and the defence form.

Need help with your legal problems?

You may qualify for assistance from Civil Legal Advice (CLA) (this used to be called 'Legal Aid') to meet some or all of your legal costs. You can ask about the CLA at any county court office or contact Civil Legal Advice on www.gov.uk/civil-legal-advice or call 0845 345 4345

Why not issue your claim online? It is cheap, efficient and quick. Please go to www.possessionclaim.gov.uk to find out more.

1. Defence

(continue over the page)

Defence (continued)**2. If you wish to make a claim against the claimant (a counterclaim)**

- To start your counterclaim, you will have to pay a fee. Please refer to leaflet EX50 Civil and Family court fees.
- You may not be able to make a counterclaim where the claimant is the Crown (e.g. a Government Department). Ask at your local county court office for further information.

If your claim is for a specific sum of money, how much are you claiming?

I enclose the counterclaim fee of

My claim is for (please specify nature of claim)

What are your reasons for making the counterclaim?

If you need to continue on a separate sheet put the claim number in the top right hand corner.

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 form and any attached sheets are true.

The defendant believes that the facts stated in this form and any attached sheets are true.
I am authorised by the defendant to sign this statement.

Signature

Defendant

Litigation friend (where claimant is a child or protected party)

Defendant's legal representative (as defined by CPR 2.3(1))

Date

Day

Month

Year

Full name

Name of legal representative's firm

If signing on behalf of firm or company give position or office held

Claimant's or claimant's legal representative's address to which documents should be sent.

Building and street

Second line of address

Town or city

County (optional)

Postcode

--	--	--	--	--	--	--	--

If applicable

Phone number

DX number

Your Ref.

Email

Certificate of service

On what day did you serve? / /

The date of service is / /

What documents did you serve?

Please attach copies of the documents you have not already filed with the court.

The Claim Form, Particulars of Claim, the Witness Statement of Richard Linton, the Witness Statements of David Ablott, the Witness Statement of Andrew Caddick, the Response Pack, the Application Notice for an interim injunction, the Application Notice for alternative service and Her Honour Judge Kelly's order for alternative service dated 15 February 2024 (together the "Documents").

On whom did you serve?

(If appropriate include their position e.g. partner, director).

Persons Unknown.

How did you serve the documents?

(please tick the appropriate box)

- by first class post or other service which provides for delivery on the next business day
- by delivering to or leaving at a permitted place
- by personally handing it to or leaving it with (.....time left, where document is other than a claim form) (please specify)

Give the address where service effected, include fax or DX number, e-mail address or other electronic identification

1. Affixing of the Documents at various locations on and around the around the site of Thirsk Services, York Road, Thirsk, YO7 3AA;
2. Uploading the Documents to the following website: <http://www.motorfuelgroup.com>.
3. Sending a link to the above website by email to the following email addresses: (i) contact@leedsgate.co.uk; (ii) info@ytt.org.uk; (iii) info@travellermovement.org.uk; (iv) policymanager@travellermovement.org.uk; (v) fft@gypsy-traveller.org; (vi) infogov@northyorks.gov.uk; and (vii) contactus@northyorks.gov.uk.

by other means permitted by the court
(please specify)

Pursuant to Her Honour Judge Kelly's order for alternative service dated 15 February 2024, service of the Documents was effected on Persons Unknown by an alternative method and at an alternative place, namely by:

1. Fixing a copy of the Documents at the following locations around the site of Thirsk Services, York Road, Thirsk, YO7 3AA: i. the entrance ramp electrical cabinet at the entrance to the HGV Park; ii. the exit ramp electrical cabinet at the exit to the HGV Park; iii. the left and right hand lampposts in the staff parking area; iv. the left and right hand lampposts in the customer parking area; v. each of the 4 sets of petrol pumps; vi. two of the EV charging units; vii. the left and right hand side of the 2 bay parking area adjacent to the EV charging area; viii. entrance door to Budgens/Greggs; and ix. the entrance to the HGV Park toilet and shower block.
2. Uploading the Documents to the following website: <http://www.motorfuelgroup.com>.
3. Sending a link to the above website by email to the following email addresses: (i) contact@leedsgate.co.uk; (ii) info@ytt.org.uk; (iii) info@travellermovement.org.uk; (iv) policymanager@travellermovement.org.uk; (v) fft@gypsy-traveller.org; (vi) infogov@northyorks.gov.uk; and (vii) contactus@northyorks.gov.uk.

By Document Exchange

by fax machine (.....time sent, where document is other than a claim form) (you may want to enclose a copy of the transmission sheet)

by other electronic means (.....time sent, where document is other than a claim form) (please specify)

Being the claimant's defendant's
 solicitor's litigation friend

- usual residence
- last known residence
- 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
- other (please specify)

The locations, website and e-mail addresses specified for alternative service pursuant to Her Honour Judge Kelly's order for alternative service dated 15 February 2024.

I believe that the facts stated in this certificate of service 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.

Full name

Signed

(Claimant) (Defendant) ('s solicitor) (~~litigation friend~~)

Position or office held

(If signing on behalf of firm or company)

Date

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.

CLAIM NO: PT-2024-LDS-000022

**IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY TRUSTS AND PROBATE LIST (ChD)**

BETWEEN: -

**(1) MOTOR FUEL LIMITED
(2) PEREGRINE RETAIL LIMITED**

Claimants

-And-

**(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR
OTHERWISE)
ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES,
YORK
ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE
ATTACHED
PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS**

**(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD,
THIRSK,
YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN,
WITH THE
INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A
VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND
WITHOUT
THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE**

Defendants

WITNESS STATEMENT

I, Mick Cain of Tremark Associates Limited, 332 York Road, Leeds, LS9 9DN, Process Server employed for the purpose of service and instructed by Pinsent Masons LLP, solicitors acting on behalf of the claimant state:

1. That I did on Monday 19 February 2024 before 15:30 hours attend at Thirsk Services, York Road, Thirsk, YO7 3AA where I effected service of the following documents: -
 - A. Claim Form;
 - B. Particulars of Claim;

- B. the Witness Statement of Richard Linton;
 - C. the two Witness Statements of David Ablott;
 - D. the Witness Statement of Andrew Caddick;
 - E. the Response Pack;
 - F. the Application Notice for an interim injunction;
 - G. the Application Notice for alternative service;
 - H. the Order for alternative service of Her Honour Judge Kelly dated 15 February 2024; and
 - I. Notice of Hearing for an Application for interim injunction,
2. That service was effected by affixing the aforementioned documents to the following locations at the land : -
- A. the entrance ramp electrical cabinet at the entrance to the HGV Park;
 - B. the exit ramp electrical cabinet at the exit to the HGV Park;
 - C. the left and right hand lampposts in the staff parking area;
 - D. the left and right hand lampposts in the customer parking area;
 - E. each of the 4 sets of petrol pumps;
 - F. two of the EV charging units;
 - G. the left and right hand side of the 2 bay parking area adjacent to the EV charging area;
 - H. entrance door to Budgens/Greggs; and
 - I. the entrance to the HGV Park toilet and shower block.
3. A true copy of the aforementioned documents so served by me are exhibited hereto and marked 'A'.
4. Photographs taken at the time of service are exhibited hereto and marked 'B'.

Statement of Truth

I believe 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.

Full Name.....Mick Cain.....

Signed..........

Dated.....22/02/2024.....

CLAIM NO: PT-2024-LDS-000022

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY TRUSTS AND PROBATE LIST (ChD)

BETWEEN: -

(1) MOTOR FUEL LIMITED
(2) PEREGRINE RETAIL LIMITED

Claimants

-And-

(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE)
ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES,
YORK
ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE
ATTACHED
PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS

(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD,
THIRSK,
YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN,
WITH THE
INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A
VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND
WITHOUT
THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

**This is the exhibit 'B' referred to in the witness
statement of Mick Cain**

Ben Mansell

From: Ben Mansell
Sent: 20 February 2024 11:53
To: Ben Mansell
Subject: Photos















































IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS IN LEEDS
PROPERTY TRUSTS AND PROBATE LIST (CHD)

BEFORE HHJ SIOBHAN KELLY
ON 23 FEBRUARY 2024

BETWEEN:-

- (1) MOTOR FUEL LIMITED
(2) PEREGRINE RETAIL LIMITED

Claimants

-and-

(1) PERSONS UNKNOWN WHO FOR RESIDENTIAL PURPOSES (TEMPORARY OR OTHERWISE) ENTER OCCUPY OR SET UP ENCAMPMENT ON THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITHOUT THE CONSENT OF THE CLAIMANTS

(2) PERSONS UNKNOWN WHO ENTER THE SITE OF THIRSK SERVICES, YORK ROAD, THIRSK, YO7 3AA, AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN, WITH THE INTENTION OF SYPHONING FUEL FROM THE CLAIMANTS' FILLING PUMPS AND/OR A VEHICLE OR RECEPTACLE THAT DOES NOT BELONG TO THAT INDIVIDUAL AND WITHOUT THE CONSENT OF THE OWNER OF THAT VEHICLE OR RECEPTACLE

Defendants

**NOTE OF HEARING OF APPLICATION FOR INTERIM INJUNCTION ON 23
FEBRUARY 2024 AT 11:00 AM**

NOTE OF HEARING prepared by the Claimant's solicitors of the Claimant's application for an interim injunction (the "**Interim Injunction Application**") on 23 February 2024 commencing at 11:00am before HHJ Kelly ("**HHJK**") sitting in the High Court of Justice, Business and Property Courts in Leeds

Actual Start Time : 11:03am

In attendance:

- Yaaser Vanderman ("**YV**"), Landmark Chambers – Counsel for the Claimants
- Alicia Foo, Partner, Pinsent Masons LLP - Solicitors for the Claimant
- Connor Merrifield, Associate, Pinsent Masons LLP - Solicitors for the Claimant
- Libby Watson, Associate, Pinsent Masons LLP - Solicitors for the Claimant ("**Claimants' solicitors**")
- Richard Linton, In-house Legal Counsel for the First Claimant
- Dave Ablott, Operations Director for the First Claimant

Introduction

1. Court clerk introduced the parties to the claim.
2. YV stated that the Defendants had not arrived.
3. HHJK requested that the Court's staff announce the claim on the Court's tannoy system including reference to the subject premises of the claim.
4. HHJK stated that, following the tannoy announcement, she was satisfied that if anyone interested in the claim was in the Court building, they would have made it to the Court room.
5. YV told HHJK that his solicitors were telephoned by a traveller following service of the claim by e-mail albeit the traveller did not give his name or the identity of the community group he belonged to. The traveller did not contest the claim, but did state that he felt service of the claim upon him was discriminatory and mentioned that he would be in contact with HHJK.
6. HHJK stated that she would check the Court's inbox to ensure that no correspondence had been received and that a note should be made of this call on any order made as a result of the hearing.
7. YV stated that the Claimants consider that the documents were validly served.

Housekeeping

8. YV took HHJK through the bundles of documents filed and drew HHJK's attention to: -
 - a. the witness statement of Mick Cain, the process server who served the documents upon the Defendants, which included reference to photographs evidencing service of the documents by the taping of lever arch files at the land;
 - b. an amended plan had been filed which excludes the land occupied by Costa Coffee, the area of which is hatched green on the amended plan and is not being sought as part of the interim injunction; and
 - c. provisional / draft warning notice.
9. HHKJ stated that this claim is familiar following last week's application for alternative service and that she had read the documents referred to in YV's skeleton argument.
10. YV stated by way of roadmap that he would take the Court through the following issues: (i) service; (ii) relevant land; (iii) instances of trespass; (iv) draft order; and (v) legal tests; and (vi) submissions as to why the legal tests are satisfied.

Service

11. YV referred HHJK to the certificate of service filed by the Claimant's solicitors which evidences service was undertaken on 19 February 2024. He further referred to Mick Cain's witness statement which evidenced service of the documents by 3:30pm on 19 February 2024. YV stated that the certificate of service and witness statement show that the documents were served at the locations in the order for alternative service.
12. YV referred to tab 3 of Mick Cain's witness statement which includes photographs of the service of hard copy documents at the land being lever arch files of the documents to be served being sellotaped to various lampposts and locations.
13. YV further confirmed that the Claimant's solicitors did not receive any bounce backs to the e-mails which sent the documents.

14. YV reminded HHJK of the telephone call from the traveller he had mentioned earlier (see paragraph 5 above)
15. HHJK confirmed that nothing had been filed on CE-File by any Defendant.

Relevant Land

16. YV drew HHJK's attention to the amended plan and stated that the land over which the injunction is sought is edged red and excludes the land hatched green i.e. the relevant land excludes Costa Coffee.
17. YV referred HHJK to the plans and title documentation within the bundle to explain the relevant land and the ownership of the relevant land under title numbers: NYK419750, NYK264413, and NYK371348 in the ownership of MFL

Instances of trespass

18. HHJK stated that she had read the Claimants' witness statements and was content with the nature of those instances of trespass.
19. YK stated that Mr Caddick's witness statement contained a good chronology of the instances of trespass (page 57 of the bundle) and Mr Ablott's statement deals with potential future trespasses/ most recent incident at the land at page 74 of the bundle.
20. YK stated that the Court should be aware of harm caused by the trespass including financial and physical harm as particularised by Mr Caddick and Mr Ablott.

Draft Order

21. YV referred HHJK to the draft order at page 31 of the bundle.
22. YV stated that the draft order needs to be amended to reflect:-
 - a. Reference to the alternative service order; and
 - b. Delete reference to counsel for the Defendants.
23. HHJK stated that the draft order should make reference to the phone call between the traveller, the Claimants' solicitors and the Court's note that it has received nothing on CE-File and refer to the tannoy announcement made at the start of the hearing.
24. YV stated that the draft order should have a 1 year long stop and the words "exclude that area hatched green" should be added at paragraphs 2 and 3.
25. HHJK stated she also wants the land hatched green to be identified as Costa Coffee and asked if there were car parking spaces next to Costa Coffee.
26. HHJK asked for the word "permission" to be added instead of "liberty" at paragraph 6.
27. YK stated that pursuant to paragraph 7 of the order service is to be same as before and that Claimants should put up an A2 sign and that an example of the sign has been provided to the Court. HHJK asked that the sign be in A1.
28. HHJK stated that the bundle at the land needs to be legible and available on site.
29. YK stated that the Claimants would revert to HHJK by e-mail with a workable solution on where the bundle of documents should be located at site.

Legal Tests

30. YK referred HHJK to the tests stated within *American Cyanamid* and also referenced *Wolverhampton* and *Valero*.

31. YK explained that *Wolverhampton* and *Valero* are different in that *Wolverhampton* dealt with a local authority and *Valero* dealt with public land whereas the present case deals with private land and a private owner. Notwithstanding this, YV stated that the Claimants considered that many of the principles stated in these cases should apply albeit perhaps with some modification.

Submissions as to why the legal tests are satisfied.

32. YV stated that *Valero* is helpful as the judgment provides a numbered list of substantive requirements and took HHJK through the requirements and explained how the requirements apply to the present case. Notably YV stated:-
- a. The cause of action in the present case is trespass and argued that both Claimants can make out trespass notwithstanding the fact that the first Claimant does not have possession of the land. This is because the first Claimant is in effective control of the second Claimant (evidenced by the same directors of each company) and that the first Claimant is entitled to immediately terminate the second Claimant's licence to occupy;
 - b. The Claimants have given full and frank disclosure;
 - c. There is a serious case to be tried and that the balance of convenience lies in the Claimants' favour as there has been harm and there is a lack of justification of the Defendants' conduct;
 - d. Damages are not adequate as the loss suffered by the Claimants is irreparable and there has been physical harm;
 - e. A cross undertaking in damages has been provided by Mr Linton who, although employed by the First Claimant, yet directors are the same and is willing to offer a cross-undertaking in damages on behalf of both Claimants;
 - f. It has not been possible to identify the Defendants;
 - g. No EC human rights ("ECHR") apply as this is private land
 - h. The injunction claimed is clear and precise – it is limited to identified land;
 - i. There is a temporal limit on the injunction sought of 1 year and the Claimants are aware of the obligation to progress the underlying claim for a full injunction as quickly as possible; and
 - j. The Claimants have sought to make newcomers aware of the injunction and claim.
 - k. It is open to the Defendants to apply to the Court at any time.
33. YV and HHJK subsequently discussed the location of the warning notice at the land.

JUDGMENT BY HHJK

34. This is an application by Motor Fuel Limited and Peregrine Retail Limited for an interim injunction in respect of land or part of land at Thirsk Services near the A19. The Claimants bring a claim against persons unknown.
35. In brief, there have been instances of trespass by a number of caravans and other vehicles for the purposes of temporary occupation or encampment at the services.
36. I will go through various matters of service, the area of land relevant, instances of trespass, the legal tests applicable, and submissions on the legal tests by YV.
37. I had considered YV's skeleton before today's hearing and I am aware of this matter as I dealt with the Claimants' application for alternative methods of service.

38. I have read the Claimants' witness statements of Mr Caddick, Ablott and Linton and have read the docs to which YV has referred me to in his skeleton argument.
39. I have also had the opportunity to see the notice warning of the applicability of an interim injunction at the land and have received a brief summary of its terms.
40. I have been given details of how the claim documents have been served.
41. Using YV's roadmap: -
42. I made the order in relation to alternative service and I am satisfied from the Certificate of Service dated 21 February 2024 signed with an appropriate statement of truth by Connor Steven Merrifield that service occurred before 4pm on 19 February 2024 and that 3 clear days have been provided.
43. In addition, I have seen the witness statement of Mick Cain dated 22 February 2024 who is the process server instructed by the Claimants. Mr Cain attached the documents at the land and has evidenced this with photographs.
44. I am satisfied that service has been done in accordance with the order for alternative service.
45. Insofar as ECHR rights apply, I accept and find that the Claimants took all reasonable steps by affixing the documents at the land and by e-mailing various parties.
46. The land is at Thirsk Services near the A19. The relevant land is the land edged red on the amended plan. The area hatched green on the plan is leased to Costa Coffee to operate and the injunction is not sought and not granted in relation to the land hatched green. The injunction does not capture all of the land at Thirsk Services including the land occupied by McDonalds and other land owned by the Claimants.
47. The issue may arise, although this is supposition and conjecture, as there is a traveller site owned by the local authority immediately adjacent to Thirsk Services which may be overfull.
48. I am satisfied as to the ownership of the land and have been referred to the relevant registers of title and that the first Claimant has licensed the land to the second Claimant.
49. YV set out in his submissions that the first Claimant is entitled to an interim injunction as well as the second Claimant.
50. I accept his submissions as the licence for the second Claimant to occupy the land can be terminated at will by the first Claimant if it so desires and that the first Claimant has 4/5 directors of the second Claimant and therefore I am satisfied the First Claimant's right to possession of the land is better than the trespassers once the licence is terminated

Incidences of Trespass

51. I don't propose to go through all of the instances of trespass. Instances of trespasses have occurred for a significant amount of time.
52. The Claimants have instructed a security guard team to prevent the syphoning of fuel.
53. There have been numerous instances of trespass across 2023. There were 65 incidents which have occurred since December 2022. I believe from 1 June 2023, a further 41 incidents have occurred. These include a number of caravans being set up at the land.
54. The Claimants have put boulders on the entrance to the HGV Park and have installed a raised ramp to prevent caravans from entering the land.

55. The trespassers have broken into cars and have taken fuel from the Services' pumps without paying.
56. The occupiers of the relevant vehicles have been aggressive to staff at the Services. In one incident, a car was blocked in and staff were worried for their personal safety.
57. None of actions are legally permissible on the land and the problems have occurred across an extended period.
58. There is a real threat that these difficulties will continue and the Claimants have made a real attempt to stop the trespasses such as putting boulders on site and installing a ramp – which cost nearly £80,000. The Claimants have spent a considerable amount of money - over £405,000 trying to stop the trespasses. There has been loss of business whilst the Claimants have not been able to use the HGV Park
59. The harm by the continued and repeated trespasses is real and significant to employees and to the public and the Claimants have suffered damage for trespass which is sufficient for an interim injunction.
60. I am grateful to YV for setting out so clearly in his skeleton the legal tests.
61. The usual applicable tests for an interim injunction were particularised in *American Cyanamid*. Two further cases are of assistance being: (1) the Supreme Court's comment in *Wolverhampton*; and (2) the case of *Valero*.
62. I accept the observations made by YV that *Wolverhampton* and *Valero* are distinguishable as:-
 - a. In *Wolverhampton*, the applicant was a local authority and local authorities have various obligations to travellers. This is different as in this case the applicants are private landowners. Moreover, *Wolverhampton* was a claim for a final injunction; and
 - b. In *Valero*, this again was a claim for a final injunction, and was related to land that was both public and private.
63. Ritchie J set out 15 factors that apply in *Valero*. It is right to note at this stage that that no representative of anyone who may be affected by the interim injunction has attended these proceedings. I was at pains at the start of the hearing that anyone in the building here for this application should be able to attend. I delayed the start of the hearing which was listed at 11:00am and tannoyed the building stating the name of the land. This is a combined building with different courts.
64. I am also satisfied that the traveller community are aware of these proceedings as shown by a member of the traveller community telephoning the Claimants' solicitors who was upset by service upon him. Insofar as necessary to say, I am satisfied that all of those to whom documents have been served pursuant to the order for alternative service, it was appropriate to make an order for alternative service upon.
65. This application is made against persons unknown and the application was served widely. Any discrimination to be alleged in terms of service will be dealt with in due course.
66. Claimants must show a better right to possess the land. Clearly the second Claimant does as it has a licence to occupy. I am also satisfied that the first Claimant is and should be entitled to the relief sought. The directors of both Claimants are the same and, if the licence to occupy was terminated, the first Claimant would immediately be able to establish a better right to possess than the Defendants. Acts for syphoning fuel are unlawful acts and both Claimants are entitled to an injunction.
67. I am satisfied that the Claimants are aware of the duty to give full and frank disclosure and have confirmed that they will prepare a note of this hearing and make it available to any potential Defendant.

68. I am also entirely satisfied that that there is no realistic defence to the claims for trespass made by the Claimants.
69. There is a serious case to be tried and no realistic prospect of the Defendants defending the claim. There has only been a telephone call from a person alleging discrimination.
70. For the reasons given, I am satisfied that there is a real and imminent risk and that there is no equivalent for ECHR Article 8 and 11 rights as this is private land and therefore such claims are bound to fail.
71. Insofar as any of Art 8 rights for reasons given in paragraph 183 of *Wolverhampton* are relevant, such persons can apply under the provisions as set out in the draft order.
72. I agree that the balance of convenience is the Claimants' favour due to the serious harm caused by the Defendants and as this is an interim order, the full claim can be defended.
73. I am satisfied that damages are not an adequate remedy. There is significant financial loss to the Claimants, risks to people due to threats given, and risk in relation to the syphoning of fuel. HHJK quoted paragraph 68 of the *Esso Petroleum* case.
74. A cross-undertaking in damages has been given and I accept the undertaking on behalf of both Claimants.
75. As for description of persons unknown, I am satisfied that it is not possible to identify persons unknown and although there have been some police incident numbers, the police only attended on a couple of occasions and never arrested any individuals and cannot provide any names as the police do not provide support on private land. It is difficult to see who the individuals are; the Defendants wear hats and have collars turned up which makes identification difficult.
76. I accept that that the terms of the injunction are clear and precise and that the Claimants will warn newcomers of the injunction as they approach the land warning of the proposed location of the injunction. I accept that this is likely to come to the view of the newcomers to the land especially as the plan is very clear and will reference Costa Coffee.
77. The Interim injunction is sought for 1 year or until a final order is made.
78. There is the possibility that anyone affected can make an application at any time and any such person must give 72 hours notice to the Claimants' solicitors; if any applications arise, it is sensible that I deal with those applications if available.
79. I am satisfied that the Claimants are aware of their obligations to proceed with the claim for a final injunction. I am satisfied that 1 year is appropriate to allow for applications and the updating of the Claimants' witness evidence.
80. For all the reasons given so far in relation to service, further documents should be served in the same way as previously with slight amendment to paragraph 9.
81. I am satisfied that clean legible bundles of the documents will be available to potential Defendants at the land if they ask to see them.
82. The right to apply to set aside or vary this order is set out in the draft order. There will be a final hearing in due course.
83. For all of those reasons, I will grant the injunction sought.

End 12:57