Churchdown Club Limited
Church Road, Churchdown GL3 2ER

Dear Members,

We would like to provide an update regarding recent developments concerning the tenancy arrangements with Spicy Aroma and the actions taken by Churchdown Club Committee.

Since our previous communication, we received acknowledgement of receipt from Spicy Aroma solicitors but have not received any further substantive correspondence or confirmation of compliance with the matters previously raised.

Throughout this period, our insurers have been kept informed. On 20 May 2026, we were advised that, due to the current position relating to the tenancy, our insurance cover had become invalid. As insurance is essential to operate the Club, this created an immediate risk to Churchdown Club's ability to remain open.

Committee members spent the day urgently engaging with insurers and advisers and, at approximately 4:30pm, were able to secure revised insurance arrangements that allowed Churchdown Club to continue operating.

However, the replacement insurance cover includes additional conditions and restrictions, including:

- Under Section 1 – Property Damage (Insured Peril 1: Fire), the Club is responsible for the first 25% of each and every claim, subject to a minimum contribution of £50,000.
- An additional insurer condition states that if the tenants are not evicted within 3 months they will remove cover.

As a result of these requirements, and in the absence of further progress, the Committee concluded that it was necessary to take formal steps to comply with insurer conditions. We therefore agreed a fixed-fee arrangement with solicitors and issued a Section 146 notice to Spicy Aroma. A copy is attached.

For members' information, a Section 146 notice is a formal legal notice under landlord and tenant legislation. It is used where a landlord believes there has been a breach of lease obligations and gives the tenant an opportunity to remedy the alleged breaches (where capable of remedy) within a specified timeframe. Issuing a Section 146 notice does not itself terminate a lease or remove a tenant; it is part of the legal process and is intended to provide formal notice and an opportunity to resolve the matters raised.

The Committee is aware that a small group of members have engaged independently with Spicy Aroma in discussions aimed at finding alternative solutions. While members are entitled to hold their

own views, the Committee asks that all efforts remain focused on supporting an outcome that protects the long-term interests and sustainability of Churchdown Club.

The current insurance restrictions remain significant. In the event of a serious incident, including fire, the Club's financial exposure could affect future operations.

We recognise that this situation affects not only impact Churchdown Club but also the wider organisations and businesses that operate from the site, including Churchdown Bowls Club, Churchdown Tennis Club, and Deli Pizza.

The Committee remains committed to working constructively and diligently towards a resolution that protects the Club and enables members to continue enjoying everything Churchdown Club offers.

Thank you for your continued support and understanding.

Churchdown Club Committee

[redacted]

From: [redacted]
Sent:
To: Adrian Tang
Subject: Fw: Churchdown Club Limited- ARAG Legal Advice
Attachments: Broker Express Commercial Combined Policy Schedule.pdf

Sent from Outlook for iOS

From: Alicia Lewis <Alicia.Lewis@club-insure.co.uk>
Sent: Wednesday, [redacted]
To: [redacted]
Subject: FW: Churchdown Club Limited- ARAG Legal Advice

Hell[redacted]

Following on from the below, please see the response from your insurer.

"We can look to continue cover on this due to the insured attempting to evict the restaurant.

However, due to the circumstances I will have to add the following condition to the policy;

If the restaurant's tenants are not evicted within 3 months then we can look to come off cover on this one so please keep us in the loop.

Fire Co-Insurance Clause (Commercial Combined)

Under Section 1 - Property Damage Insured Peril 1 Fire You shall be liable for the first 25% of each and every claim subject to a

If you have any queries on the above, please do not hesitate to get in touch. It is worth noting when discussing with the legal expenses line that your insurer would look to come off cover if the tenant is not evicted.

Kind regards,
Alicia

Alicia Lewis
Account Handler

D 0113 205 4172
T 0344 488 9204
E alicia.lewis@club-insure.co.uk
W club-insure.co.uk

CLUB INSURE
INSURANCE SPECIALISTS

Romero Insurance Brokers Ltd, Club Insure Limited & NDML take its responsibility to treat all customers fairly very seriously, and we want to ensure that no customer, vulnerable or otherwise is disadvantaged when it comes to arranging their insurance or dealing with a claim. Therefore, if you are a customer and have any specific requirements or need additional support from us, please let us know.

From: Alicia Lewis
Sent: [redacted]
To: [redacted]
Subject: FW: Churchdown Club Limited- ARAG Legal Advice

Good afternoon Patrick,

Thank you for your call. Your insurer has confirmed that they will not exclude fire damage on the policy as the non-compliance is coming from a third party. They will however be adding a co-insurance clause onto the policy which will be a contribution of 25% of the claim or £50,000 (whichever is the greater) on claims in respect of Fire. It is better than a fire exclusion but it is still not in the best interest of the club to have this on the policy. To confirm, cover is still operating but with the above restriction in place. I will be sending an endorsement document from the insurer to confirm shortly.

Kind regards,
Alicia

From: Lianne Burden
Sent: [redacted]
To: [redacted]
Subject: Churchdown Club Limited- ARAG Legal Advice

Good morning [redacted]

I have received a requested from Tommy Cambell to forward details of the Legal Assistance Help Line to you.

I attach a copy of your policy , details of the ARAG Legal Advice line can be found on page 9 - **Legal and Tax Advice -- 0344 571 7978**
Legal advice available 24 hours a day, 365 days a year, tax advice 9am and 5pm on weekdays (except bank holidays).

Should the matter on which you seek advice evolve into a claim please contact us immediately for assistance in reporting your claim to C-Quence.

Regards

Commercial Combined Policy Schedule

EATON GATE COMMERCIAL

Policy Reference: E25S7G2F Date of Issue: 20/05/2026 14:42

This document states **your** policy limits for types of claims and if there are any **endorsements** to **your** policy wording that may add or remove the coverage stated in **your** policy wording. The **insurer's** liability is several and each **insurer** is liable only for the insurance cover provided in respect of that Section indicated under the **schedule.** In issuing this policy with the relevant limits and endorsements, **we** have relied on the information provided in the statement of fact and **you** must therefore make sure that **you** have taken all reasonable care to honestly provide this information and that to the best of **your** knowledge and belief, it is accurate. If **you** don't **your** policy may be cancelled, treated as if it never existed and **your** claim may be rejected or not fully paid.

If **you** are in any doubt, **you** should speak to **your** insurance broker.

Broker Details

Name	Club Insure Ltd
Address	Romero House, 8 Airport West, Lancaster Way, Leeds, Yorkshire LS19 7ZA
Tel	0344 488 9204

Insured

Company Details

Company Name	Churchdown Club Limited
Company Legal Status	Club
Parent or Subsidiary	

Business Details

Trade selected	Social Club
Description of the business	Social Club

Commercial Combined Policy Schedule

EATON GATE COMMERCIAL

Correspondence Details

Correspondence Addressee
Churchdown Club Limited

Correspondence Address
Churchdown Club Ltd,Church Road,Churchdown,

GLOUCESTER
GB,
GL3 2ER

Commercial Combined Policy Schedule

EATON GATE COMMERCIAL

Important Information

Reason for Issue	endorsement
Date of Issue	20 May 2026 14:42
Mid Term Adjustment Effective Date	20 May 2026
Mid Term Adjustment Expiry Date	9 December 2026
Insurance Premium	£0.00
IPT (Insurance Premium Tax at the current rate)	£0.00
Production Fee	£0
Total Payable	**£0.00**

When you take out a policy with Eaton Gate Commercial you will be charged a fee by Vigilis Services Limited ('Vigilis') for the production of this policy defined as the Production Fee. Vigilis undertakes a number of roles including but not limited to broking systems and software, policy administration, risk management services, claims and complaints administration and has also been appointed by ARAG plc as its agent to distribute cover Section 9. Eaton Gate MGU Ltd ('Eaton Gate') provides all other sections of cover.

Free Cyber Security Audit

Eaton Gate has partnered with IT services company Support Tree to offer your business a unique service, free of charge, for you to rapidly assess your cyber risks.

The quicker you understand where your cyber security risks lie the quicker you can provide your business with complete protection from cybercrime.

To find out more click the link button below:

Tell me more about my free cyber security audit

Commercial Combined Policy Schedule

EATON GATE COMMERCIAL

Section 1– Property

Property Details

Risk Address	Churchdown Club Ltd Church Road Churchdown GLOUCESTER GL3 2ER

Insured Perils:

Defined Perils	Covered unless otherwise specifically excluded
Accidental Damage	Covered
Extended Theft	Covered
Subsidence, Ground Heave and Landslip	Covered
Sprinkler Leakage	Not Covered

Inflation Protection:

Inflation Protection:	Day 1
Day 1 Uplift (%):	15%

Buildings

Description	Sum Insured
Buildings Sum Insured	£1,419,531
Buildings Declared Value	(£1,234,375)
Annual Rent Payable	£0

Contents

Description	Sum Insured
Contents Sum insured (Excluding Computer and Electronic Business Equipment)	£156,228
Contents Declared Value (Excluding Computer and Electronic Business Equipment)	(£135,850)
Computer and Electronic Business Equipment Sum Insured	£11,500
Computer and Electronic Business Equipment Declared Value	(£10,000)

Stock

Cigarettes, Tobacco and Cigars	£0
Wines and Spirits	£1,500
Radio, TV and AV equipment	£0
Computers, Computers Equipment & Games.	£0
Jewellery, Watches, Precious Metals & Stones	£0
Cameras, Binoculars & Photographic Equipment	£0
Mobile Phones & Equipment	£0
Prescription Drugs	£0
Non Ferrous Metals	£0
All Other Stock and Materials in Trade	£3,000

Section 2 - Business Interruption Cover

Basis of Cover	Sum Insured
Gross Profit (Sum Insured Basis)	£280,000
Indemnity Period	Over 24 months
Increased cost of working sum insured	£0
Additional Increased Cost of Working Sum Insured	£25,000
Annual Rent Receivable Sum Insured	£33,600
Accounts Receivable Sum Insured	£20,000
Loss of Licence	Covered
Loss of Licence Sum Insured	£100,000

Section 3 - Money and Assault

Property

Risk Address	Churchdown Club Ltd Church Road Churchdown GLOUCESTER GL3 2ER
In the premises during business hours or while in transit (£)	£2,000
In the Premises out of Business Hours In the identified locked safe or strongroom shown below (£)	£2,000

In an unspecified locked safe or strongroom (£)	£1,000
Not in a locked safe or strongroom (£)	£500
At your residence or that of any of the principals or Directors or authorised Employees (£)	£500
Safe details	Manufacturer / Model Unspecified - Free Standing

Section 4 - Goods in Transit Cover

Description	Sum Insured
Limit any one event other than by post	£1,000
Estimated Annual Carryings – Third Party Vehicles	£1,000
Limit any one event by post	£5,000
Estimated Annual Carryings – Own Vehicles	£50,000

Sections 5 and 6 - Liability Covers

Description	Limit
Employers' Liability	£10,000,000
Public and Products Liability	£5,000,000
Financial Loss Sum Insured	£0

Section 7 - Contract Works Own and Hired in Plant and Tools

No Cover Selected

Section 8 - Your Specified Items Requiring Cover Away From Premises

You require cover for items listed below outside of the above property:

Item Type	Sum Insured	Geographic Area	Excess
Scientific and Medical Equipment	£2,500	Anywhere in the UK	£250
Cricket Bags & Contents & Trophies	£3,500	Anywhere in the UK	£250

Commercial Legal Protection

Description	Limit
Cover	£100,000

Section 10 - Cyber Insurance

Description	Limit
Security Failure Response and Forensic Response	£25,000
Data recovery	£25,000
Business Interruption loss Daily Interruption Benefit	£25,000/90 days*outage period days
Contingent Business Interruption loss Daily Interruption Benefit	£25,000/90 days*outage period days

Policy Wording

Your Policy Wording can be found here
: in a link in Your Policy Schedule provided at the start of the current Period of Insurance

Your Summary of Cover can be found here https://www.brokerexpress.co.uk/documents/cc/EG-CC-SOC-V1.2-Cyber-all-carriers-JAN26.pdf

Your notice to Policyholder, if applicable, can be found here

Additional Endorsements and Conditions

Clubinsure Working Mens Club endorsement suite

Special Events Exclusion

We will not indemnify You under Section 6 – Public and Products Liability for any legal liability arising from any of the following activities or events: a) motorised events on land or water b) airborne activities c) potholing caving abseiling bungee or fly jumping or any other similar activity d) mechanical fairground rides e) circuses f) fun runs on public roads g) water based activities h) any activity involving weapons of any kind i) riding j) winter sports k) any event where more than 5000 people are expected to attend l) any fund raising event outside the Territorial Limits.

Liability of Members Extension

Section 6 – Public and Products Liability is extended to indemnify any Member of Yours in a like manner to You, provided that:

(a) such Member is not entitled to indemnity under any other Policy

(b) such Member shall observe, fulfil and be subject to the terms, exceptions and conditions of this Policy insofar as they may apply;

(c) nothing contained in this clause shall be deemed to increase Our limit of liability in respect of any one claims or series of claim as stated in this Policy

Sporting Activities Exclusion

We will not indemnify You under Section 6 - Public and Products Liability for any claims arising out the active participation in, training for, travelling to or from, provision of any medical physical physiotherapy or sports injury treatment of:

a) any activities involving the sports of football rugby hockey lacrosse shinty or cricket

b) club activities which involve armed or unarmed combat sports

c) any other event or fixture on Your behalf which involves a sporting activity which involves bodily contact between opposing players.

Employees Alternative Accommodation

Section 1 Property Damage extends to include the cost of reasonable alternative living accommodation for Employees permanently residing at the Premises if the Building used for such accommodation cannot be lived in or if access to it is denied as a result of Damage

The maximum We will pay in respect of any one claim is the lesser of 20% of the Building Sum Insured or £10,000

Money Seasonal Increase

Money on the Premises during Business Hours and Money on the Premises outside Business Hours within a locked safe are increased by 50% for a period of 7 days preceding and including any Bank Holiday or Public Holiday.

Money in Gaming Machines Extension

Section 3 – Money and Assault is extended to include cover loss destruction or Damage from any gaming machine vending machine or automated teller machine or cash dispensing machine up to a limit of £2,500 any one machine and £5,000 in total.

Employee Dishonesty
For the purposes of this extension employee shall mean permanent employees under a contract of service or apprenticeship with You and the Definition of Employee shall not apply.
We will indemnify You for direct loss of Money or Property belonging to You or for which You are legally responsible
a) caused by any act of fraud or dishonesty committed during the Period of Insurance by any employee with the clear intention of making or which results in improper financial gain for themselves or for any other person or organisation and
b) which is discovered by You and notified to Us within 30 days of the loss
Provided that
a) all losses insured by this extension and committed by any one employee or series of employees working in collusion with each other shall be regarded as one specific event
b) Our liability shall be restricted to £5,000 in respect of any one specific event and in total any one Period of Insurance
Exclusions
We shall not be liable under this extension for
a) loss attributable solely to any unexplained shortages
b) loss caused by an employee before this extension incepted
c) loss where You continue to entrust the defaulting employee with access to Money or Property after becoming aware of any material fact that questions the honesty of the employee
d) any indirect loss arising as an indirect consequence of the specific event in respect of which indemnity is provided by this extension
Basis of Settlement
We will pay the value of the Money or Property at the time of the loss or at Our option replace or reinstate the Property
SIA Security Staff Condition
It is a condition precedent to Our liability under Section 6 - Public and Products Liability that all door staff and security personnel are only employed via a contract with an independent third party provider and that You ensure that all such individuals hold a valid licence issued by the Security Industry Authority.
You must ensure all door staff and security personnel hold Employers Liability and Public Liability Insurance providing:-
i Employers Liability indemnity limit of not less than £10,000,000 any one occurrence.
ii Public Liability to an indemnity of not less than the Limit of Indemnity shown on the Schedule
iii an indemnity to You as principal
and You retain copies of relevant insurance documents.
Licensed Premises Conditions (CCTV)
It is a condition precedent to Our liability under Section 6 Public and Products Liability that You are registered with the Local Authority in accordance with all applicable licensing requirements and that:
a) fire Certificates remain in force at all times;
b) all final exit doors and/or fire exits are unlocked and free of obstruction during the opening hours of the Premises;
c) CCTV is installed to record the activities of door staff and security personnel at entry and exit areas of the Premises
d) CCTV recordings are kept for each camera for a minimum of 30 days;
e) a noise assessment has been carried out within the previous 12 months in accordance with HSE guidance on control of noise at work in music and entertainment, all requirements have been implemented and a copy of the assessment is available for inspection on request
f) during trading hours staff are employed specifically to collect glasses, no glasses are to be permitted on any dance floor and hourly documented checks for spillages and wet floors are made and are available for inspection upon request
We will not indemnify You under Section 6 of this Insurance in respect of claims arising out of:

I. violent or belligerent acts by You or anyone for whom You are responsible;
II. the use of any Pyrotechnic devices;
III. hazardous events including but not limited to rides, inflatables, rodeo simulators or bungee runs.
Cloakroom liability
We will indemnify You under Section 6 Public and Products Liability in respect of legal liability arising out of the use of any cloakroom in the course of the Business for Damage to Property (excluding gold and silver articles jewellery watches and the like) belonging to guests or patrons caused by theft or accidental means whilst such Property is deposited in a cloakroom at the Premises
Provided that
1. this extension shall not provide indemnity against Damage by or due to fire and/or explosion
2. Our liability under this extension shall not exceed £2,500 in respect of any one cloakroom or the sum of £1,000 in respect of any one article
3. the cloakroom shall be locked-up whenever it is left unattended when guests or patrons property is deposited therein
4. You shall issue numbered tickets to each guest or patron in respect of property deposited in the cloakroom and shall prominently display in each cloakroom notices reading as follows – This cloakroom is provided for the convenience of guests and patrons and no responsibility can be accepted for the safety of property left therein although all possible precautions will be taken
5. an Excess of £50 applies
Money in Unspecified Safe
Under Section 3 Money and Assault the limit for Money in an unspecified locked safe or strongroom in the Premises outside of Business Hours is increased to £5,000 and not as stated in the schedule

Commercial Combined - Floodlights & Playing Surfaces Extension

The definition of Buildings under Section 1 – Property Damage is extended to include floodlights and playing surfaces at the Premises.
The cover provided by Section 1 - Property Damage in respect of floodlights and playing surfaces is limited to the following Defined Perils only:
1. Fire
2. Lightning
3. Explosion or Earthquake
4. Impact by Aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling tree or branch aerial or mast or satellite dish.

In the event of Damage to any playing surface artificial surface or green the basis of settlement shall be the cost of repair replacement re-seeding or re-turfing provided You shall not be liable for Damage a) caused by or consisting of
i. The application of fertilisers or chemicals
ii. The failure of fertilisers or chemicals
iii. Storm flood and other effects of weather
iv. Wear tear or in the course of play
v. Maintenance work at the Premises
b) to newly seeded or constructed surfaces until they are suitable for play and in use
c) caused by or attributed to Your Employees contractors or sub-contractors

Commercial Combined - Manual Work Away Exclusion

We will not indemnify You for any legal liability under Section 6 Public and Products Liability for Damage or injury resulting from or in consequence of manual work undertaken away from Your premises other than collection and delivery or sales trips and exhibitions.

Commercial Combined - Roof Maintenance Conditions

It is a condition precedent to Our liability under Section 1 – Property that twice a year (once during Spring and once during Autumn)

i) all external guttering, gullies and down-pipes at the premises are inspected for Damage and blockages;
ii) all flat roofed areas at the premises are checked to ensure they are weather-tight and in good condition; and
iii) any Damage or blockage discovered is repaired by a competent contractor and waste matter remove.
If you do not comply with this condition you will not be covered and we will not make any payment in respect of a claim for Storm and/or Flood.

Commercial Combined - Waste Removal – C (Combustible Waste, Weekly Removal)

It is a condition precedent to Our liability under Section 1 - Property Damage that all combustible trade waste and refuse will be swept up daily and kept in bags or bins and removed from the Buildings at least once a week.

Fire Co-Insurance Clause

Under Section 1 - Property Damage Insured Peril 1 Fire You shall be liable for the first 25% of each and every claim subject to a minimum contribution of £50,000

Restricted Perils FLEEA (Commercial Combined)

Under Section 1 - Property Damage cover for Timber or other Non-Standard Buildings is restricted to loss or damage arising from Fire, Lightning, Explosion, Earthquake and Aircraft.

Machine Washing and Tumble Dryer Condition

It is a condition precedent to Our liability under Section 1 Property Damage that:
a) dry cleaning machines, washing machines & tumble dryers are only run during business hours and not operated unattended;
b) dryer lint screens are cleaned daily;
c) all items which have undergone any drying process must go through a cooling cycle for at least 5 minutes and are removed immediately from the dryer on completion of the drying cycle. These items must then be allowed a further period to air and any residual heat to dissipate before any piling stacking or packaging;
d) wash temperatures and detergents are suitable for the optimal removal of oil-based contaminants and all greasy/oily items are to be processed in the morning only;
e) items containing foam rubber and similar natural or synthetic rubber materials must not be dried in a tumble drier
f) the door of any washing machine or tumble drier cannot be opened whilst the machine is in use or while the drum is still spinning.
g) all accessible surfaces within the room where the tumble drier is operated kept clear of fly fluff and dust
j) a fully operational fire detection system must be installed in the vicinity of any tumble dryer with a minimum of smoke and heat detection and signalling via an external self-actuating sounder (bell siren or klaxon)
k) dry cleaning machines, washing machines & tumble dryers are serviced and maintained in accordance with manufacturer's instructions, and are taken out of use immediately any fault is discovered, and not use until such fault has been rectified.

Water Damage Loss Limit

Our limit of liability for any Property Damage loss arising from water damage in any cellar, basement or part of the property below ground level including any Business Interruption loss arising therefrom is limited to £25,000 any one loss.

Unattended Deep Fat Frying Condition

It is a condition precedent to our liability that all frying and cooking equipment (including hot plates) is attended, the operator to be in the immediate proximity and alongside at all times so that they retain close control when the heat source is in operation. In the case of Fryers an operator must be in attendance for one hour after completion of any period of use in connection with frying equipment.

If You do not comply with this condition We may not pay Your claim.

Kitchen and Deep Fat Frying Condition Equipment (Amendments)

Section 1 – Property Damage Condition 1.2 Kitchen and Deep Fat Frying Equipment Part f) is restated as follows

f) at least once every 6 months:

i. the entire length of all extraction ducting including extraction motors and fans are serviced and deep cleaned by the installers or a specialist contractor in accordance with the manufacturers' instructions;

ii. the deep fat frying equipment (not including table-top fryers with a capacity of less than 20 litres subject to a total frying capacity of less than 40 litres) is to be inspected and serviced by the installers or a specialist contractor in accordance with the manufacturers' instructions

It is a condition precedent to our liability under Section 1 Property Damage that deep fat frying ranges and frying equipment may be no more than 15 years old from the date of initial manufacture

Excesses

The Excess is the amount of each loss that You are responsible for.

The Excesses applicable to each section are as follows:

SECTION	MINIMUM EXCESS APPLICABLE
Section 1 - Water Damage in a Cellar, Basement or part of the property below ground level	£2,500
Section 1 - Subsidence (if covered)	£1,000
Section 1 - Property Damage - All Other losses	£250
Section 2 - Business Interruption	NIL
Section 3 - Money & Assault	£250
Section 4 - Goods in Transit	£100
Section 5 - Employers Liability	NIL
Section 6 - Public & Products Liability	£250
Section 7 - Contract Works, Own Plant & Hired in Plant	£500 in respect of theft or attempted theft a malicious damage. £250 in respect of any other loss
Section 8 - All Risks Specified Items	£250 unless specified otherwise
Section 9 - Commercial Legal Expenses	Nil
Business Emergency Solutions	Nil
Optional Extension – Subsidence	£1,000
Section 10 – Cyber Insurance	£250

Commercial Combined Policy Schedule

EATON GATE COMMERCIAL

Appointment of Eaton Gate Commercial

The **Insurers** have appointed Eaton Gate Commercial to administer **your** insurance on their behalf. This policy is issued in accordance with the authorisation **Insurers** have granted to Eaton Gate Commercial under the terms of a contract between the **Insurers** and Eaton Gate Commercial. This contract makes Eaton Gate Commercial the agent of the **Insurer** and gives them the authority to perform certain acts on the **Insurer's** behalf but does not affect **your** rights to claim or make a complaint.

About Eaton Gate Commercial

Eaton Gate Commercial is a trading name of the Eaton Gate group. Eaton Gate Commercial has not made any personal recommendations regarding the sale of this policy.

Eaton Gate Commercial can be contacted:

By telephone:	0333 234 1741
By e-mail:	info@egmgu.co.uk
In writing at:	Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

For further details on how **your personal data** is used by Eaton Gate, please check its Privacy Policy.

The Eaton Gate group comprises:

- Eaton Gate MGU Ltd ('Eaton Gate') which is registered in England (No. 9825821) at 20 St. Dunstan's Hill, London, EC3R 8HL and is authorised and regulated by the Financial Conduct Authority (FRN 773194). Eaton Gate is an intermediary and not an Insurer. Eaton Gate receives remuneration from the **Insurers** in the form of commission which is based on a percentage of the total insurance premium and profit share based on underwriting performance.

- Vigilis Services Limited ('Vigilis') which is registered in Gibraltar (No. 113603) at Madison Building, Midtown, Queensway, Gibraltar, GX11 1AA and authorised and regulated by the Gibraltar Financial Services Commission (FSC20381) and by the Financial Conduct Authority (FRNs 771790 and 781071). In addition to the fee **you** pay, Vigilis receives remuneration from the **Insurers** in the form of commission which is based on a percentage of the total insurance premium and profit share based on underwriting performance.

Vigilis is an intermediary and not an Insurer. When **you** take out a policy with Eaton Gate Commercial **you** will be charged a fee by Vigilis for the production of this policy which is determined by the total insurance premium and defined as the Production Fee. Vigilis provides broking systems, policy administration and claims administration.

Your Insurers

Sections 1-8 and Optional Extensions are provided by:

Insurer:	SiriusPoint International Insurance Corporation (Public Company, Limited by Shares) UK Branch
Registered Number:	516401-8136
Registered Office:	33 Gracechurch Street, London, EC3V 0BT
Website:	www.siriuspt.com
FCA Registration Number:	202912
Complaint Address:	The Complaints Manager, 20 St. Dunstan's Hill, London, EC3R 8HL
Complaints Email:	complaints@egmgu.co.uk

Registered in Stockholm Sweden, Reg No. 516401-8136, UK Establishment Number BR 002760. Authorised and regulated by the Swedish Financial Authority. Deemed authorised by the Prudential Regulation Authority.

For further details on how **your personal data** is used by the Insurer, please check its Privacy Policy.

Section 9 Is Provided By:

Insurer:	ARAG Legal Expenses Insurance Company Limited
Registered Number:	00103274
Registered Office:	ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW
Website:	www.arag.co.uk
FCA Registration Number:	202106
Complaint Address:	Customer Relations, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW
Complaint Tel:	0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays
Complaint Email:	customerrelations@arag.co.uk

If we are not able to resolve the complaint to your satisfaction, then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

0800 023 4567 or 0300 1239 123
Complaint.info@financial-ombudsman.org.uk
Financial Ombudsman Service, Exchange Tower, London E14 9SR

ARAG Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Conduct Authority, Firm No. 202106

For further details on how **your personal data** is used by the Insurer, please check: Privacy Policy (ARAG).

Section 10 Is Provided By:

Insurer:	SCOR UK COMPANY LIMITED
Registered Number:	01334736
Registered Office:	10 Lime Street, London, EC3M 7AA
Website:	www.scor.com
FCA Registration Number:	514353
Complaint Email:	ScorChannelComplaints@scor.com

SCOR UK Company Limited is authorised and regulated by the Financial Conduct Authority, Firm No. 222610

For further details on how your personal data is used by the insurer, please check https://www.scor.com/en/privacy-personal-data (SCOR).

Making a Claim

If **you** wish to make a claim, **you** should contact **us** as soon as possible. **You** should not settle, reject, negotiate or agree to pay any claim without **your Insurer's** written permission.

For claims under Sections 1-8 of **your policy** and optional extensions:

0333 005 2666

For claims under Sections 9 of **your policy**:

Number: 0330 303 1955 or 0117 917 1698
Email: newclaims@arag.co.uk

LEGAL AND TAX ADVICE - 0330 30 31 470

If **You** have a legal or tax problem relating to **Your** business, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within UK and EU law or tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

REDUNDANCY APPROVAL - 0330 303 1955 or 0117 917 1698

We can arrange for specialist advice if **You** are planning redundancies. This will assist **You** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays), subject to a charge.

CRISIS COMMUNICATION - 0344 571 7964

If **You** are concerned about an event that may result in negative publicity which could affect **Your** business, **You** can access professional public relations support from **Our** Crisis Communication experts.

Where possible, initial advice for **You** to act upon will be provided over the phone, but if **Your** circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to **You** paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage **Your** business, **You** are insured against the costs of crisis communication services under Insured Event 10 when **You** use this helpline.

COUNSELLING ASSISTANCE 0333 000 2082

For an employee (including family members permanently living with them) needing confidential help and advice, **Our** qualified counsellors are available to provide telephone support on any matter that is causing **Your** employee upset or anxiety from personal problems to bereavement.

LEGAL SERVICES WEBSITE - www.araglegal.co.uk

With **Your Policy You** get free access to **Our** legal services website using the following code, X1232KC79BB5, which allows **You** to create many online documents and guides which can help **Your** business with everything from employment contracts and settlement agreements to leases and health & safety statements. For a small additional charge, **You** can have complex documents checked by a solicitor.

For claims under **Section 10 of your policy:**

Claims Number / How to make a claim

Notify claim to Security Failure Response experts: eatongate@dynarisk.com

If you're experiencing a Cyber issue which requires immediate attention, call: +44 0808 502 2534

Security Failure Response experts will reach out to the insured and determine if Forensic response experts are required.

This aligned incident response team will handle all aspects of the Security Failure response.

Customer Complaints

If **your** complaint is about the way **your policy** was sold to **you** please contact **your** insurance broker or intermediary firm who arranged **your** policy for **you**. Their address and telephone number are shown on **your schedule**.

If **your** complaint is about a claim made under **your policy** please contact the **Insurer's** claim administration team. Their address and telephone number are shown above.

Eaton Gate is dedicated to resolving **your** complaint so if **you** fail to reach **your Insurer** or have a complaint about your Policy or wish to discuss a complaint **you** have with **your Insurer**, please contact the Eaton Gate customer services team;

- Telephone: 0333 234 1741
- By e-mail: complaints@egmgu.co.uk
- In writing to: Customer Services Manager, Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

For any complaints in relation to **Section 10 - Cyber Insurance** please contact ScorChannelComplaints@scor.com

Territorial Limits

The **Territorial Limits** of this **Policy** other than the Legal Expenses Section are:

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

The **Territorial Limits** for the Legal Expenses Section are detailed in the **Policy** wording

The **Territorial Limits** for the Cyber Insurance Section are detailed in the Policy wording.

How We Use Your Personal Data and Who We Share It With

Insurance Underwriting and Administration

The information that **you** provide to **us** may be used for purposes of insurance underwriting and administration or claims processing and payment by **us**, **our** associated companies, suppliers and service providers, agents, and by reinsurers. From time to time this information may be disclosed to regulatory or statutory bodies for the purposes of monitoring and enforcing **our** compliance with the relevant regulatory code or rules. **Your** information may also be used for the purposes of calculating renewal terms as well as crime prevention, statistical analysis and research and development.

This information may be transferred outside of the European Economic Area for any of these purposes and for system administration. Should this happen **we** will ensure that anyone receiving **your** information agrees to handle this information to the same standard and level of protection as if **we** were dealing with it.

If **you** pass **us** any information relating to any other person, **you** confirm that they have given **you** permission to provide it to **us** and that they give permission for **us** to process their **Personal Data** and that **you** have explained to them who **we** are and what **we** will use their data for.

We will hold this information for a reasonable period of time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained

The information provided will be treated in confidence and in compliance with the **Data Protection Regulations**.

Claims Handling

In assessing any claim, **we** or **our** agents will likely consult any publicly held information which may include but will not be limited to: electoral roll, bankruptcy or insolvency records, county court judgments, repossessions and such like. This information may also be shared with other insurers and **our** agents and suppliers. Please check **our** Privacy Policy for details of these third parties.

Credit Searches or Third Party Information Sources

In considering **your** application for this **Policy we** or our agents may consult a number of data agencies and credit reference agencies to assess insurance risk, to establish **your** identity, to maintain policy records and to combat fraud. **We** or our agents may also pass on information that **we** hold about **you** and **your** payment record to credit reference agencies. This information may be used by other credit lenders for making credit decisions about **you** and other people to whom **you** are financially associated for fraud prevention, money laundering reasons or for tracing debtors. Please check our Privacy Policy for details of these third parties.

- approved service providers or suppliers or other group companies that provide support services;
- fraud prevention or credit reference agencies or other agencies that carry out work on **our** behalf such as the Insurance Fraud Bureau (IFB);
- other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman services or the Claims and Underwriting Exchange (CUE) or ELTO (see below);
- purchasers of the whole or part of **our** business;

The Claims and Underwriting Exchange Register (CUE) run by Motor Insurance Bureau (MIB Ltd). The aim is to help **Us** to check information provided by **You** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with the **Policy**. **We** will pass any information relating to any incident which may or may not give rise to a claim under the **Policy** and which **You** have to notify **Us** of in accordance with the terms and conditions of the **Policy**, to the relevant registers.

In accordance with the Employers Liability Insurance: Disclosure by Insurers (no 4) Instrument 2013 made by the Financial Conduct Authority (FCA) **we** will be required to provide some of your information to the Employers Liability Tracing Office (ELTO). The information that **we** supply in accordance with this requirement will be added to an electronic database that will be managed by ELTO. The information supplied to the ELTO will include:

- policy number(s)
- employers' current names and addresses
- coverage dates
- His Majesty's Revenue and Customs Employers Reference Numbers

We may ask credit reference agencies to give **you** a credit score, which may affect **your** insurance application. **We** may also use information relating to **you** and **your** property supplied to **us** by other third parties.

Fraud Protection

In order to prevent fraud, **we** may, at any time:

- share information with other organisations or public bodies (such as the Police) about **you**;
- undertake credit searches or additional fraud searches;
- check and file **your** details with fraud prevention agencies or on registers of claims that are shared with insurers.

If **you** give **us** false or inaccurate information and fraud is suspected, it will be recorded.

Automated Decisions

We may use automated tool with decision making to assess **your** insurance application, such as price rating tool, flood, theft and subsidence area checks. These automated decisions will produce a result on where **we** are able to offer insurance, the appropriate price for **your** insurance policy or whether **we** can accept **your** claim. If **you** object to an automated decision **we** may not be able to offer **you** an insurance quotation or renewal.

Your Rights

Unless subject to an exemption under the **Data Protection Regulations**, **you** have the following rights with respect to **your personal data**:

- **You** have the right of access to **your personal data we** hold and to any correction of this if it is found to be inaccurate or out of date. In the event of any dispute regarding rectification of **your personal data**, **you** may request a restriction to be placed on further processing. **We** will only keep **your personal data** for as long as is necessary to provide **you** with the products and services to meet **our** legal obligations.
- **You** may request **us** to transmit **your personal data** directly to another **data controller**.
- **You** have the right to request erasure of **your personal data**, although **we** may refuse to comply with **your** request where **your personal data** is processed on a lawful basis. Where **your personal data** has been shared with others, **we** will notify those using **your personal data** to comply with **your** request.
- **You** have the right to lodge a complaint to the regulatory authority if **you** feel **we** have not lawfully processed **your personal data** or suitably responded to **your** requests or rectified **your personal data** in the time permitted.

Your Insurers

Sections 1-8 and Optional Extensions are provided by:

Insurer:	SiriusPoint International Insurance Corporation (Public Company, Limited by Shares) UK Branch
Registered Number:	516401-8136
Registered Office:	20 Fenchurch St, 4th Floor, London, EC3M 3BY
Website:	www.siriuspt.com
FCA Registration Number:	202912
Complaint Address:	The Complaints Manager, 20 St. Dunstan's Hill, London, EC3R 8HL
Complaints Email:	complaints@egmgu.co.uk

Registered in Stockholm Sweden, Reg No. 516401-8136, UK Establishment Number BR 002760. Authorised and regulated by the Swedish Financial Authority. Deemed authorised by the Prudential Regulation Authority.

For further details on how **your personal data** is used by the Insurer, please check its Privacy Policy.

Section 9 Is Provided By:

Insurer:	ARAG Legal Expenses Insurance Company Limited
Registered Number:	00103274
Registered Office:	ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW
Website:	www.arag.co.uk
FCA Registration Number:	202106
Complaint Address:	Customer Relations, Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW
Complaint Tel:	0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays
Complaint Email:	customerrelations@arag.co.uk

If we are not able to resolve the complaint to your satisfaction, then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

0800 023 4567 or 0300 1239 123
Complaint.info@financial-ombudsman.org.uk
Financial Ombudsman Service, Exchange Tower, London E14 9SR

ARAG Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Conduct Authority, Firm No. 202106

For further details on how **your personal data** is used by the Insurer, please check: Privacy Policy (ARAG).

Making a Claim

If **you** wish to make a claim, **you** should contact **us** as soon as possible. **You** should not settle, reject, negotiate or agree to pay any claim without **your Insurer's** written permission.

For claims under Sections 1-8 of **your policy** and optional extensions:

Number:	0333 005 2666
New Claims Email - Property:	newclaims.eatongate@davies-group.com
New Claims Email – Liability:	newliabilityclaims.eatongate@davies-group.com

For claims under Sections 9 of **your policy**:

Number: 0330 303 1955 or 0117 917 1698
Email: newclaims@arag.co.uk

LEGAL AND TAX ADVICE - 0330 30 31 470

If **You** have a legal or tax problem relating to **Your** business, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

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Eaton Gate MGU Limited which is registered in England (No. 9825821) at 20 St. Dunstan's Hill, London, EC3R 8HL.
Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

CLOUDE LAW
SOLICITORS

Spicy Aroma
The Churchdown Club
Church Road
Churchdown
Gloucester
GL3 2ER

Cloude Law Solicitors
Atlas 4
St. Georges Square
Bolton
BL1 2HB
0333 577 7727

Date: 4 June 2026
Reference: 02983

Re: The Lease of Ground Floor Premises, forming part of The Churchdown Club, Churchdown, Gloucester, GL3 2ER

We write to you in relation to the above property and your lease. Please see enclosed the Section 146 Notice, dated: 4 June 2026

We note your solicitor's letter dated 31 March 2026, particularly their comments regarding your obligations under the Regulatory Reform (Fire Safety) Order 2005. However, Regulatory Reform (Fire Safety) Order 2005 states that fire risk assessment must be conducted on a regular basis. The courts has previously held that obligations to comply with Regulatory Reform (Fire Safety) Order 2005 is continuous. Therefore even minor changes means that the previous fire risk assessment has expired.

With the above in mind, your solicitor's letter confirms that there are changes the circumstances to the property as such the property's fire risk profile since the last fire risk assessment. Examples highlighted in your solicitor's letter include:

- Changes to the lighting
- Fire exit signage
- Assertion that the fire alarms are removed and refitted (of which our client denies doing this themselves, but your solicitor's confirms its alteration)
- The installation of the bead curtain
- The requirement of the kitchen door to be reinspected
- Allegations of our client locks and blocks fire exits (allegation which is denied)
- Locking of the door between our client's premises and yours
- The provided Fans Solution Extraction ductwork certificate, which expired on 16 April 2025

Additionally the following has also increased the fire risk profile:

- the installation of solar panels on the building
- changes to your opening hours

- alterations to the external areas

As previously advised our client's insurer has advised that they will cancel our client's building insurance due to your omissions. Our client's insurers require up to date fire risk assessment and 6 monthly extraction duct cleaning and servicing of which you have failed to conduct. It is unclear whether our client's insurer will be willing to reinstate the insurance policy should you comply with such notice.

Yours sincerely,

Cloude Law Solicitors
at@cloudelaw.co.uk

Carbon Copy also sent to:
DF Legal
Holloway House
Station Road
Stroud
Gloucestershire
GL5 3AP

Notice under section 146 of the Law of Property Act 1925

To: **Mr Rubal Meah** of 14 Goodyere Street Gloucester GL1 4UG **(Tenant)**

From: Churchdown Club Limited, company number IP08271R, whose registered office is at United Services Club Limited, Church Road, Churchdown GL3 2ER **(Landlord)**

Re: **Ground Floor Premises, forming part of The Churchdown Club, Churchdown, Gloucester, GL3 2E (Property)** as demised by the lease dated 02 September 2022 made between (1) the Landlord and (2) the Tenant **(Lease)**

CHURCHDOWN CLUB LIMITED GIVE YOU NOTICE THAT:

1. The Lease contains the following covenants:

   - Clause 16.1(b);
   - Clause 16.1(c);
   - Clause 23.1;
   - Clause 26;
   - Schedule 6, clause 3.2(b)(i); and
   - Schedule 6, clause 3.2(c).

2. You are in breach of the above covenants. The breaches complained of are:

   - failure to clean the extraction system as required of you by clauses 16.1(b) and (c);
   - failure to review and obtain fire risk assessment as required of you by clause 23.1;
   - failure to provide the Landlord name and contact details of two keyholders as required of you by clause 26;
   - failure to comply with the Landlord's insurer's requirements as required of you by clause Schedule 6, clause 3.2(c); and
   - breach of Schedule 6, clause 3.2(b)(i) in that your omissions resulted in the Landlord's insurance being prejudiced.

3. You are required to remedy the breaches within a reasonable time insofar as it is capable of remedy. More particularly you are required to:

3.1 Arrange a fire risk assessment and extractor duct cleaning within 14 days of this notice;

3.2 Enter into a service agreement for regular extractor duct cleaning and servicing at regular intervals of no more than 6 months apart within 14 days of this notice;

3.3 Provide the name, address, telephone number and email address of two keyholders within 14 days of this notice; and

3.4 Arrange for the fire risk assessment and extractor duct cleaning and servicing within 28 days of this notice.

4. You are required to pay compensation in money for the breaches. You are required to also pay all costs, fees, charges, disbursements and expenses incurred by the Landlord and any VAT payable by them in relation or incidental to the preparation and service of this notice pursuant to clause 32 of the Lease.

5. If you fail to comply with this notice within the reasonable time provided to you the Landlord reserves the right to re-enter the premises pursuant to clause 38 of the Lease and claim damages for the above breaches of covenant.

DATED: 4 June 2026

SIGNED: .....

CLOUDE LAW SOLICITORS T/S OF
TAYLORMADE LAW LTD
ATLAS 4, ST. GEORGES SQUARE,
BOLTON, BL1 2HB
0333 577 7727 OR 01204 580 010
OR 0203 924 4222

On behalf of the Landlord

A carbon copy of this notice is also sent to:
DF Legal
Holloway House
Station Road
Stroud
Gloucestershire
GL5 3AP